



MINUTES OF ORDINARY MEETING OF COUNCIL

HELD ON 19 MAY 2009

I hereby certify that the Minutes of the Ordinary Meeting of Council held are a true and accurate record of the proceedings contained therein.

Shire President Confirmed

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SHIRE OF WYNDHAM-EAST KIMBERLEY

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON TUESDAY, AT 6:00 PM

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 6.00pm

2. RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Cr F Mills	Shire President
Cr R Addis	Deputy President
Cr D Ausburn	Councillor
Cr R Boshammer	Councillor
Cr P Caley	Councillor
Cr J Moulden	Councillor
Cr J Parker	Councillor
Cr K Wright	Councillor

P Stubbs	Chief Executive Officer
J Ellis	Executive Manager Corporate Services
A Douglas	Executive Manager Engineering & Regulatory Services
I. D'Arcy	Executive Manager Town Planning Economic Development
S Russell	Executive Support Officer – Corporate/Minute Taker
M. Alchin	Acting Executive Manager Community Services

LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Cr K Torres	Councillor
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PUBLIC GALLERY

D Spackman
P. Milner

3. DECLARATIONS OF INTEREST

- **Financial Interest**

I. D'Arcy declared a Financial Interest in Item 16.1 Review of Executive Manager Employment Packages.

A. Douglas declared a Financial Interest in Item 16.1 Review of Executive Manager Employment Packages.as he is employed as an Executive Manager.

Cr Addis declared a Financial Interest in Item 15.1 Proposed Regional Housing Trust as he is employed by Wunan which is a joint proponent.

J. Ellis declared a Financial Interest in Item 16.1 Review of Executive Manager Employment Packages.

- **Impartiality Interest**

S. Russell declared an Impartiality Interest in Item 12.4.2.Draft Sea (Shipping) Container Policy LPP 5

- **Proximity Interest**

Nil

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Nil

6. PETITIONS

Nil

7. APPLICATIONS FOR LEAVE OF ABSENCE

COUNCIL DECISION

Minute No 8653

Moved: Cr K Wright

Seconded: Cr J Parker

That a leave of absence is approved for Cr F Mills for the Meeting of 16 June 2009

CARRIED UNANIMOUSLY: (8/0)

8. CONFIRMATION OF MINUTES

8.1 CONFIRMATION OF MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 21 APRIL 2009 (8654)

RECOMMENDATION

That Council confirm Minutes of the Ordinary Council Meeting held on 21 April 2009

COUNCIL DECISION

Cr P Caley noted that the minute for Item 12.1.1 East Kimberley Regional Airport – Car Hire Franchise Leases and Car Park Allocation was recorded incorrectly and that it should have read:

Minute No. 8618

Moved:Cr J Parker

Seconded:Cr P Caley

That Council offer new leases at the East Kimberley Regional Airport to:

- a) Avis Australia / W.T.H. Pty Ltd
- b) Thrifty / Territory Rent a Car Pty Ltd
- c) Budget / Busby Investments Pty Ltd
- d) Hertz / Tuffys Pty Ltd T/A East Kimberley Hirings
- e) Europocar

On the following conditions

1. leases commence on 1 July 2009, or at the expiration of the current lease, for a term of five years.
2. The use of the premises is for Hire Car Franchise purposes.
3. Cubicle rent in the Airport Terminal is set at \$500 and is subject to review following the Terminal Upgrade.
4. Car bays are offered in rows 2 and 3 of the car park at an annual rental fee of \$2,000 per bay with a maximum of six bays to be allocated to each lessee.
5. Car bays are offered in rows 7 and 8 of the car park at an annual rental fee of \$1,000 per bay with a maximum of six bays to be allocated to each lessee.

6. The number of car park bays required by each lessee is to be confirmed in writing prior to the commencement of the lease and may only be altered once annually on the lease rent review date.
7. Lease fees will be subject to annual CPI increase on the lease rent review date.
8. An additional charge for lighting and security may be initiated by agreement between parties if the need to increase lighting and/or security at the East Kimberley Regional Airport car park arises
9. *That an additional charge for breach of essential terms of lease by the lessee of \$100 per car per day over the agreed and paid for car parking bays to be included in the new leases for car hire companies.*

With the addition of Item 9 to ensure car hire companies comply with parking requirements.

Minute No. 8654

Moved:Cr K Wright

Seconded:Cr P Caley

That Council confirm Minutes of the Ordinary Council Meeting held on 21 April 2009

CARRIED UNANIMOUSLY: (8/0)

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

10. DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil

11. MINUTES OF COUNCIL COMMITTEE MEETINGS

11.1. MINUTES OF AUDIT COMMITTEE MEETINGS

Nil

11.2. MINUTES OF AIRPORT COMMITTEE MEETINGS

Nil

12. REPORTS

12.1. MATTERS ARISING FROM COMMITTEES OF COUNCIL

Nil

12.2. CORPORATE SERVICES

12.2.1 DIFFERENTIAL RATES 2009-10 (8655)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Jo-Anne Ellis Executive Manager Corporate Services
REPORTING OFFICER:	Jo-Anne Ellis Executive Manager Corporate Services
FILE NO:	61.22.17
ASSESSMENT NO:	N/A

PURPOSE

To endorse and approve the advertisement of proposed Differential Rate in the Dollar and the Minimum Rates for 2009/10

BACKGROUND

Before Council can impose differential rate in the dollar, Council must advertise the proposed differential rate for a minimum period of 21 days. The advertising period can occur up to two months prior to adoption of the Budget. This period of advertising allows rate payers the ability to consider the proposed rates in the dollar and make any submissions prior to Council adopting the proposed rate as part of the Budget adoption process.

Currently Council is planning to adopt the 2009/10 Budget at a Special Council meeting on the 30 June 2009.

Additionally, under the Local Government Act, Council must seek permission from the Minister of Local Government to raise the differential rate where the highest differential rate is more than twice the lowest differential rate.

Advice in recent years from the Western Australian Local Government Association (WALGA) has alerted Councils to the issue that CPI is a good measure of a household's ability to pay but is not a good measure of the increasing costs of a Local Government. The Local Government Cost Index is considered a more appropriate measure as it is a combination of CPI and the Construction Index. CPI is 2.1% and LGCI is 2.4% increase in the year to March 2009.

Additionally the Systemic Sustainability Study commissioned by WALGA noted that some Local Governments are not increasing rates by a sufficient amount and this was causing issues with their ability to maintain ageing and deteriorating infrastructure.

The May 2009 Economic Briefing from WALGA states that while the rate of increase in the CPI and Construction cost has slowed we must bear in mind that the absolute price levels remain high in most cases.

Rating Increases were discussed at Budget Meeting on 28 April 2009 and Briefing Session on 5 May 2009 with general support for a 5% increase. The recommended rates increase of 5% takes into account the increase in the LGCI in the previous twelve months, the need to keep ahead of rising costs, and the projection that the slowing of the economy is only a temporary phenomena.

The rates in the dollar included in this agenda item are relevant to the rates database as at 5 May 2009. A UV revaluation needs to be loaded into the rating system prior to the issue of rates and this may impact on the rate in the dollar required to achieve the overall recommended rate increase. This revaluation should be received from Landgate early in July.

Based on current rates modelling there is one differential rating category that does not comply with section 6.35 of the Local Government Act. UV Mining has 187 assessments and 103 will have minimum rates applied under the current rates model. This is in excess of the 50% allowable under the Act. Approval from the Minister to apply this minimum rate will be sought.

STATUTORY IMPLICATIONS

Local Government Act 1995

6.33. Differential general rates

- (1) A local government may impose differential general rates according to any, or a combination, of the following characteristics —
 - (a) the purpose for which the land is zoned under a local planning scheme in force under the *Planning and Development Act 2005*;
 - (b) the predominant purpose for which the land is held or used as determined by the local government;
 - (c) whether or not the land is vacant land; or
 - (d) any other characteristic or combination of characteristics prescribed.
- (2) Regulations may —
 - (a) specify the characteristics under subsection (1) which a local government is to use; or
 - (b) limit the characteristics under subsection (1) which a local government is permitted to use.
- (3) In imposing a differential general rate a local government is not to, without the approval of the Minister, impose a differential general rate which is more than twice the lowest differential general rate imposed by it.
- (4) If during a financial year, the characteristics of any land which form the basis for the imposition of a differential general rate have changed, the local government is not to, on account of that change, amend the assessment of rates payable on that land in respect of that financial year but this subsection does not apply in any case where section 6.40(1)(a) applies.

6.35. Minimum payment

- (1) Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.
- (2) A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.
- (3) In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —
 - (a) 50% of the total number of separately rated properties in the district; or
 - (b) 50% of the number of properties in each category referred to in subsection (6),

on which a minimum payment is imposed.

- (4) A minimum payment is not to be imposed on more than the prescribed percentage of —
 - (a) the number of separately rated properties in the district; or
 - (b) the number of properties in each category referred to in subsection (6),

unless the general minimum does not exceed the prescribed amount.

- (5) If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.
- (6) For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —
 - (a) to land rated on gross rental value;
 - (b) to land rated on unimproved value; and
 - (c) to each differential rating category where a differential general rate is imposed.

6.36. Local government to give notice of certain rates

- (1) Before imposing any differential general rates or a minimum payment applying to a differential rate category under section 6.35(6)(c) a local government is to give local public notice of its intention to do so.
- (2) A local government is required to ensure that a notice referred to in subsection (1) is published in sufficient time to allow compliance with the requirements specified in this section and section 6.2(1).
- (3) A notice referred to in subsection (1) —
 - (a) may be published within the period of 2 months preceding the commencement of the financial year to which the proposed rates are to apply on the basis of the local government's estimate of the budget deficiency;

- (b) is to contain —
 - (i) details of each rate or minimum payment the local government intends to impose;
 - (ii) an invitation for submissions to be made by an elector or a ratepayer in respect of the proposed rate or minimum payment and any related matters within 21 days (or such longer period as is specified in the notice) of the notice; and
 - (iii) any further information in relation to the matters specified in subparagraphs (i) and (ii) which may be prescribed;
 and
 - (c) is to advise electors and ratepayers of the time and place where a document describing the objects of, and reasons for, each proposed rate and minimum payment may be inspected.
- (4) The local government is required to consider any submissions received before imposing the proposed rate or minimum payment with or without modification.
- (5) Where a local government —
- (a) in an emergency, proposes to impose a supplementary general rate or specified area rate under section 6.32(3)(a); or
 - (b) proposes to modify the proposed rates or minimum payments after considering any submissions under subsection (4),
- it is not required to give local public notice of that proposed supplementary general rate, specified area rate, modified rate or minimum payment.

POLICY IMPLICATIONS

Council Policy F7 – Significant Accounting Policies

FINANCIAL IMPLICATIONS

The following table illustrates the proposed changes to rates in the dollar

	2008/09		2009/10	
	Cents in the \$	Min Rate \$	Cents in the \$	Min Rate \$
GRV - Townsites	10.6899	750.00	11.2244	788.00
GRV - Other	10.6899	750.00	11.2244	788.00
UV - Rural Agricultural 1	0.4257	750.00	0.4470	788.00
UV - Rural Agricultural 2	0.5466	750.00	0.5739	788.00
UV - Rural Living	0.6619	750.00	0.6950	788.00
UV - Pastoral	7.9210	750.00	8.3171	788.00
UV - Mining	9.9286	750.00	10.4250	1,000.00

The proposed Rate in the Dollar and Minimum Rate will increase rate revenue by \$271,868, based on current valuations, over and above what would be raised if no increase was imposed.

Should the Council not endorse and advertise the proposed Rate in the Dollar and Minimum Rate, the public comment process will be delayed with the comment period not closing prior to the budget adoption date of 30 June 2009.

STRATEGIC IMPLICATIONS

Key Result Area 5 – Governance
Goal 2 – Financial Management
Strategy 2

COMMUNITY CONSULTATION

The Public comment and submission process is designed to ensure consultation with the community and ratepayer base.

COMMENT

The act of advertising these rates in the dollar and minimums does not prohibit Council amending these rates or minimums at Budget Adoption following the period of public comment. The purpose of advertising is to give ratepayers the ability to comment and make a submission prior to the rates being imposed.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

1. That Council endorses and arranges to be advertised for 21 days the following proposed Rate in the Dollar and Minimum Rate for 2009/10

	Cents in the \$	Min Rate \$
GRV - Townsites	11.2244	788.00
GRV - Other	11.2244	788.00
UV - Rural Agricultural 1	0.4470	788.00
UV - Rural Agricultural 2	0.5739	788.00
UV - Rural Living	0.6950	788.00
UV - Pastoral	8.3171	788.00
UV - Mining	10.4250	1,000.00

2. That the Minister for Local Government's approval be sought for the imposing of differential rates which are more than twice the lowest differential general rate, in accordance with S6.33(3) of the local Government Act, 1995 and to impose a minimum charge on UV Mining

Category that results in over 50% of the differential rating category being rated a minimum rate.

COUNCIL DECISION

Minute No. 8655

Moved:Cr J Moulden

Seconded:Cr R Boshammer

1. That Council endorses and arranges to be advertised for 21 days the following proposed Rate in the Dollar and Minimum Rate for 2009/10

	Cents in the \$	Min Rate \$
GRV - Townsites	11.2244	788.00
GRV - Other	11.2244	788.00
UV - Rural Agricultural 1	0.4470	788.00
UV - Rural Agricultural 2	0.5739	788.00
UV - Rural Living	0.6950	788.00
UV - Pastoral	8.3171	788.00
UV - Mining	10.4250	1,000.00

That the Minister for Local Government's approval be sought for the imposing of differential rates which are more than twice the lowest differential general rate, in accordance with S6.33(3) of the local Government Act, 1995 and to impose a minimum charge on UV Mining Category that results in over 50% of the differential rating category being rated a minimum rate.

CARRIED: (4/3)

For: Crs Mills, Addis, Boshammer, Ausburn & Moulden

Against: Crs Wright, Parker & Caley

12.2.2 MONTHLY FINANCIAL REPORT (8656)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Gill Old Manager Financial Services
REPORTING OFFICER:	Jo-Anne Ellis Executive Manager Corporate Services
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to note and accept the Monthly Financial Report for April 2009.

BACKGROUND

Council is required to prepare Monthly Financial Reports as required by the Local Government (Financial Management) Regulations 1996.

STATUTORY IMPLICATIONS

Section 6.4 Local Government Act 1995.
Regulation 32, Local Government (Financial Management Regulations) 1996.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Monthly financial reporting is a primary financial management and control process, it provides Council with the ability to oversee the Shire's financial performance against budgeted targets.

STRATEGIC IMPLICATIONS

Key Result Area 5 – Governance

Council's financial position and forward planning is sound.

COMMUNITY CONSULTATION

Nil.

COMMENT

Comment in relation to budget to actual variances are included as a note in the Financial Report.

ATTACHMENTS

Monthly Financial Report for April 2009.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accept the Monthly Financial Report for the month of April 2009.

COUNCIL DECISION

Minute No. 8656

Moved:Cr R Boshammer

Seconded:Cr J Moulden

That Council accept the Monthly Financial Report for the month of April 2009.

CARRIED UNANIMOUSLY: (8/0)



Shire of Wyndham East Kimberley

Monthly Financial Report 2008/09

As at 30 April 2009

Presented to Council 19 May 2009

- Statement of Financial Activity
- Note to Statement of Financial Activity (Net Current Asset Position)
- Note to Statement of Financial Activity (Explanation of Material Variances)
- Note to Statement of Financial Activity (Budget Remaining to Collect/Spend)
- Monthly Report on Investment Portfolio (Cash)

**Shire of Wyndham East Kimberley
Statement of Financial Activity
Year to Date Actual v Year to Date Budget
as at 30 April 2009**

	Year to Date Budget		Year to Date Actual		Variance	
	\$	\$	\$	\$	\$	
Revenues		10,091,602		9,891,973		
General Purpose Funding	3,398,318		3,382,441		(15,877)	0%
Governance	42,432		36,106		(6,326)	-15%
Law, Order And Public Safety	55,635		38,345		(17,290)	-31%
Health	104,511		108,382		3,871	4%
Education And Welfare	1,065,133		1,073,291		8,158	1%
Housing	106,691		99,756		(6,935)	-6%
Community Amenities	1,928,337		1,893,661		(34,676)	-2%
Recreation And Culture	349,421		314,959		(34,462)	-10%
Transport	2,694,637		2,734,474		39,837	1%
Economic Services	139,350		91,826		(47,524)	-34%
Other Properties And Services	207,137		118,734		(88,403)	-43%
Expenses		(13,248,452)		(11,635,154)		
General Purpose Funding	(312,823)		(381,455)		(68,632)	22%
Governance	(799,627)		(676,955)		122,672	-15%
Law, Order And Public Safety	(403,140)		(444,554)		(41,414)	10%
Health	(277,212)		(265,424)		11,788	-4%
Education And Welfare	(347,336)		(344,868)		2,468	-1%
Housing	(236,337)		(228,466)		7,871	-3%
Community Amenities	(3,097,078)		(2,305,183)		791,895	-26%
Recreation and Culture	(2,834,047)		(2,779,261)		54,786	-2%
Transport	(4,239,574)		(3,707,373)		532,201	-13%
Economic Services	(531,959)		(352,350)		179,609	-34%
Other Properties And Services	(169,319)		(149,264)		20,055	-12%
Adjustments for Cash Budget Requirements						
Non-Cash Expenditure and Revenue		591,728		665,143	73,415	0
Capital Expenditure and Revenue		(5,759,712)		(1,681,088)		
Purchase for Land Held for Resale	(125,000)		0		125,000	
Purchase Land and Buildings	(605,000)		(361,558)		243,442	0%
Purchase Infrastructure Assets - Roads	(3,873,012)		(2,051,360)		1,821,652	-47%
Purchase Infrastructure Assets - Parks	(900,187)		(495,167)		405,020	-45%
Purchase Infrastructure Assets - Footpaths	(147,164)		(277,099)		(129,935)	88%
Purchase Infrastructure Assets - Drainage	(125,000)		(33,718)		91,282	0%
Purchase Infrastructure Assets - Other	(2,834,060)		(1,396,468)		1,437,592	-51%
Purchase Plant and Equipment	(1,632,780)		(928,763)		704,017	-43%
Purchase Furniture and Equipment	(254,250)		(119,916)		134,334	-53%
Grants / Contributions for Development of Assets	3,984,721		3,831,558		(153,163)	-4%
Proceeds from Disposal of Assets	1,483,568		1,233,693		(249,875)	-17%
Proceeds from Sale of Land Held for Resale	300,000		302,605		2,605	
Repayment of Debentures	(122,866)		(122,750)		116	0%
Proceeds from New Debentures	700,000		0		(700,000)	
Self-Supporting Loan Principal Income	1,119		1,119		0	
Transfers to Reserves (Restricted Assets)	(1,609,801)		(1,777,054)		(167,253)	
Transfers from Reserves (Restricted Assets)	0		513,790		513,790	
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	1,448,641	1,448,641	2,301,074	2,301,074	852,433	59%
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	(1,979,854)	(1,979,854)	4,421,131	4,421,131	6,400,985	-323%
Amount Required to be Raised from Rates	4,896,339	4,896,339	4,879,184	4,879,184	(17,155)	0%

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

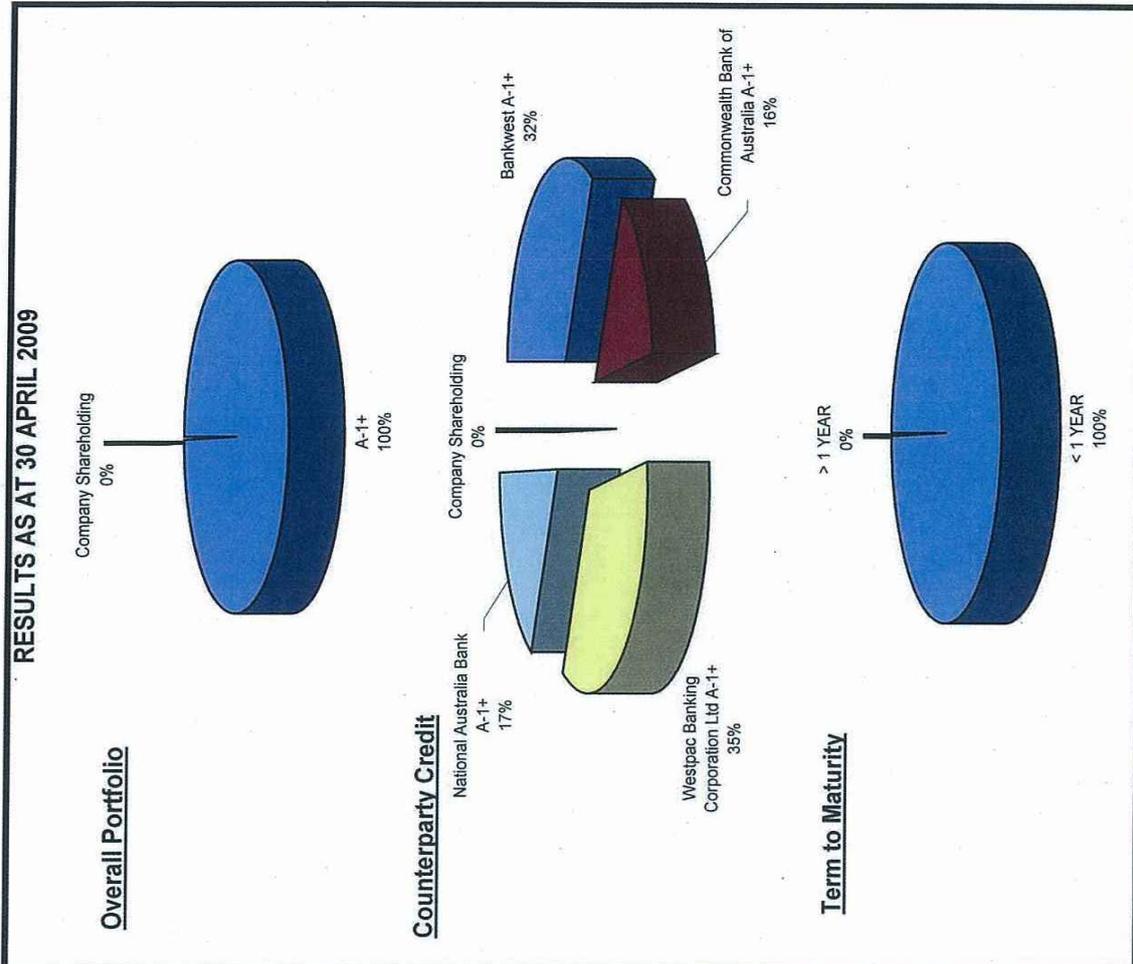
For the Period Ended 30 April 2009

	YTD Actual 2008/09	Brought Forward
Net Current Assets	\$	1 July 2008 \$
<i>Composition of Net Current Asset Position</i>		
Current Assets		
Cash - Unrestricted	2,554,063	1,155,459
Cash - Reserves	6,365,427	5,102,163
Cash - Restricted Unspent Grants		1,091,078
Investments - Restricted		
Receivables	2,297,198	1,141,569
Self Supporting Loans		1,119
Inventories	34,244	7,834
Land Held for Resale		-
	11,250,932	8,499,221
<i>Less</i>		
Current Liabilities		
Payables	(464,374)	(1,095,984)
	(464,374)	(1,095,984)
<i>Less</i>		
Restricted Reserves		
Cash	(6,365,427)	(5,102,163)
Investments		
Net Current Asset Position	4,421,131	2,301,074

**Shire of Wyndham East Kimberley
Note to Statement of Financial Activity
(Budget to Collect / Spend)
as at 30 April 2009**

	Amended Adopted Budget		Year to Date Actual		Budget Remaining to Collect / (Spend)	
	\$	\$	\$	\$	\$	\$
Revenues		12,612,282		9,891,973		2,720,310
General Purpose Funding	4,364,562		3,382,441		982,121	
Governance	48,010		36,106		11,904	
Law, Order And Public Safety	72,600		38,345		34,255	
Health	146,920		108,382		38,538	
Education And Welfare	1,083,159		1,073,291		9,868	
Housing	126,470		99,756		26,714	
Community Amenities	2,347,689		1,893,661		454,028	
Recreation And Culture	464,900		314,959		149,941	
Transport	3,386,050		2,734,474		651,576	
Economic Services	296,285		91,826		204,459	
Other Properties And Services	275,637		118,734		156,903	
Expenses		(16,035,616)		(11,635,154)		(4,400,462)
General Purpose Funding	(373,155)		(381,455)		8,300	
Governance	(965,900)		(676,955)		(288,945)	
Law, Order And Public Safety	(514,548)		(444,554)		(69,994)	
Health	(339,005)		(265,424)		(73,581)	
Education And Welfare	(398,772)		(344,868)		(53,904)	
Housing	(298,386)		(228,466)		(69,919)	
Community Amenities	(3,615,413)		(2,305,183)		(1,310,229)	
Recreation and Culture	(3,349,562)		(2,779,261)		(570,300)	
Transport	(5,242,786)		(3,707,373)		(1,535,414)	
Economic Services	(629,627)		(352,350)		(277,276)	
Other Properties And Services	(308,463)		(149,264)		(159,199)	
Adjustments for Cash Budget Requirements						
Non-Cash Expenditure and Revenue		1,000,959		665,143		335,816
Capital Expenditure and Revenue		(4,775,039)		(1,681,088)		(3,093,951)
Purchase for Land Held for Resale	(250,000)		0		(250,000)	
Purchase Land and Buildings	(1,490,000)		(361,558)		(1,128,442)	
Purchase Infrastructure Assets - Roads	(4,323,016)		(2,051,360)		(2,271,656)	
Purchase Infrastructure Assets - Parks	(1,012,187)		(495,167)		(517,020)	
Purchase Infrastructure Assets - Footpaths	(147,164)		(277,099)		129,935	
Purchase Infrastructure Assets - Drainage	(125,000)		(33,718)		(91,282)	
Purchase Infrastructure Assets - Other	(2,942,527)		(1,396,468)		(1,546,059)	
Purchase Plant and Equipment	(1,761,280)		(928,763)		(832,517)	
Purchase Furniture and Equipment	(281,000)		(119,916)		(161,084)	
Grants / Contributions for Development of Assets	5,630,971		3,831,558		1,799,413	
Proceeds from Disposal of Assets	1,546,843		1,233,693		313,150	
Proceeds from Sale of Land Held for Resale	300,000		302,605		(2,605)	
Repayment of Debentures	(127,300)		(122,750)		(4,550)	
Proceeds from New Debentures	1,071,000		0		1,071,000	
Self-Supporting Loan Principal Income	1,119		1,119		(0)	
Transfers to Reserves (Restricted Assets)	(1,988,883)		(1,777,054)		(211,829)	
Transfers from Reserves (Restricted Assets)	1,123,385		513,790		609,595	
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	2,301,075	2,301,075	2,301,074	2,301,074	1	1
LESS Estimated Surplus/(Deficit) June 30 C/Fwd		0	4,421,131	4,421,131	(4,421,131)	(4,421,131)
Amount Required to be Raised from Rates	4,896,339	4,896,339	4,879,184	4,879,184	17,155	17,155

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)



INVESTMENT POLICY F17			
"Overall Portfolio Limits"			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AAA	A-1+	100%	100%
AA	A-1	100%	100%
A	A-2	60%	80%

Note: "S & P" relates to Standard & Poors credit rating agency

"Counterparty Credit Framework"			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AAA	A-1+	45%	50%
AA	A-1	35%	45%
A	A-2	20%	40%

"Term to Maturity Framework"	
Overall Portfolio Term to Maturity Limits	100% max 40%
Portfolio % < 1 year	60%
Portfolio % > 1 year	35%
Portfolio % > 3 year	25%
Portfolio % > 5 year	
Individual Investment Maturity Limits	
ADI	5 years
Non ADI	3 years

Note: "ADI" relates to an Authorised Deposit Institution (authorised under the Banking Act 1959)

EXPLANATION OF VARIANCES:
Company shareholding (non S&P rated or ADI) represents less than 1% of investment portfolio. Council minute 8314 of 19 August 2008 provides instruction to sell shareholding. Council minute 8588 of 17 March 2009 instructs that status of shares be re-examined in 6 months time.

12.2.3 LIST OF ACCOUNTS PAID UNDER DELEGATION 18 (8657)

DATE:	19 May 2009
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Sue Dillon Senior Finance Officer
REPORTING OFFICER:	Jo-Anne Ellis Executive Manager Corporate Services
FILE NO:	60.14.03
ASSESSMENT NO:	N/A

PURPOSE

To present the listing of accounts paid under delegated authority in accordance with the requirements of the Local Government (Financial Management) Regulations 1996.

BACKGROUND

Delegation 18 – Payment of Creditors was adopted by Council on 17 July 2007. This delegation gives authority to make payments from the Municipal Fund or Trust Fund to the Chief Executive Officer. There is a sub delegation to the Executive Manager Corporate Services, Manager Financial Services and Financial Officers.

STATUTORY IMPLICATIONS

Local Government Act 1995 – Section 5.42
Local Government (Financial Management) Regulations 1996 – Regulations 12 and 13

POLICY IMPLICATIONS

Delegation 18 – Payment of Creditors

FINANCIAL IMPLICATIONS

Ongoing management of Council funds by providing Council with sufficient information to monitor and review payments made.

STRATEGIC IMPLICATIONS

Key Result Area 5 – Governance
Council’s financial position and forward planning is sound

COMMUNITY CONSULTATION

N/A

COMMENT

In accordance with statutory requirements and delegated authority, each payment from the Municipal Fund or the Trust Fund is to be noted on a list compiled each month showing: the payee's name, amount of payment, date of payment and sufficient information to identify the transaction. The list is to be presented to Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.

ATTACHMENTS

List of Accounts Paid Under Delegation 18.

VOTING REQUIREMENT

Simple Majority

MANAGERS' RECOMMENDATION

That Council receives and accepts the listing of payments approved under Delegation 18 - Payment of Creditors, being:

Municipal cheques 38921 - 38981 (2 to 24 April 2009)	\$94,520.99
EFT 105553 – EFT 105854 (2 to 30 April 2009)	\$1,024,570.29
Payroll 8 to 22 April 2009)	\$261,968.09
Direct bank debits (April 2009)	\$29,576.04
Total	\$1,410,635.41

COUNCIL DECISION

Minute No. 8657

Moved:Cr D Ausburn

Seconded:Cr J Moulden

That Council receives and accepts the listing of payments approved under Delegation 18 - Payment of Creditors, being:

Municipal cheques 38921 - 38981 (2 to 24 April 2009)	\$94,520.99
EFT 105553 – EFT 105854 (2 to 30 April 2009)	\$1,024,570.29
Payroll 8 to 22 April 2009)	\$261,968.09
Direct bank debits (April 2009)	\$29,576.04
Total	\$1,410,635.41

CARRIED UNANIMOUSLY: (8/0)

List of Accounts Paid Under Delegation 18

List of accounts submitted to Council 19 May 2009

Chq/EFT	Date	Name	Description	Amount
EFT105553	2/04/2009	ALLGEAR MOTORCYCLES	SERVICE WHIPPER SNIPPER	143.80
EFT105554	2/04/2009	ARGYLE ENGINEERING	LABOUR TO REPAIR HYDRAULIC TANK BRACKET	68.48
EFT105555	2/04/2009	AUSTRAL MERCANTILE COLLECTIONS PTY LTD	PROFESSIONAL FEES	82.67
EFT105556	2/04/2009	AUSTSWIM LTD	3 SWIMMING INSTRUCTOR COURSES WYNDHAM	660.00
EFT105557	2/04/2009	ALLWEST RACKING SOLUTIONS PTY LTD	SHELVING FOR ARCHIVE PROJECT KNX A/PORT	2,595.24
EFT105558	2/04/2009	BEN FLYNN	TRAVEL REIMBURSEMENT	112.80
EFT105559	2/04/2009	BLACKWOODS ATKINS PTY LTD	HIVIS JACKETS, SAFE, CABINETS KNX DEPOT	2,700.48
EFT105560	2/04/2009	BOAB CARPENTRY MAINTENANCE SERVICE	INSTALL/REGLAZE WINDOWS WYN ADMIN BUILDING	349.80
EFT105561	2/04/2009	BRIDGESTONE AUSTRALIA LTD	SUPPLY & FIT TRUCK TYRE FOR 1APW451	461.34
EFT105562	2/04/2009	BUSBY INVESTMENTS T/A BUDGET RENT A CAR	CAR HIRE SHIRE PRESIDENT, HOLLIE NICHOLS	1,175.30
EFT105563	2/04/2009	CABCHARGE	CABCHARGES TRAINING & CONFERENCES	265.32
EFT105564	2/04/2009	DEXION BALCATT	RACKING FOR FILING CABINET - ADMIN	227.85
EFT105565	2/04/2009	DUNLOP SPORTS EQUIPMENT	SWIMMING POOL SUPPLIES KLC FOR RESALE	921.58
EFT105566	2/04/2009	EAST KIMBERLEY HARDWARE	COMPOST BIN SUBSIDY PAYMENT	1,536.00
EFT105567	2/04/2009	GARRARDS PTY LTD	MOZZIE REPELLENT PRODUCT FOGGER KNX	3,498.22
EFT105568	2/04/2009	GRANT FELSTEAD FABRICATION & WELDING	WORKSAFE REQUIRED GUARDS TO A/PORT SLASHER	759.00
EFT105569	2/04/2009	GRUNT LABOUR SERVICES PTY LTD	LABOUR HIRE KNX LANDFILL SITE	2,396.46
EFT105570	2/04/2009	GYM CARE	SUPPLY PARTS FOR LIFE CYCLE BIKE KLC	68.81
EFT105571	2/04/2009	HAMILTON SOFTWARE & TRAINING	ANNUAL SUPPORT FEE FOR WYN CHILD CARE	440.00
EFT105572	2/04/2009	HART SPORT	WATER POLO KIT KLC	428.50
EFT105573	2/04/2009	HB BLOCKS & PAVERS	PAVING BRICKS WYN AIRPORT & CELEB TREE PARK	2,594.97
EFT105574	2/04/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	653.65
EFT105575	2/04/2009	ID WAREHOUSE	BREAKAWAY CLIPS & LANYARDS KNX A/PORT	49.39
EFT105576	2/04/2009	IT VISION ITV	PAYROLL TRAINING PAYROLL OFFICER 12/03/09	1,490.50
EFT105577	2/04/2009	JAB INDUSTRIES	RURAL EARTH/ROADWORK'S VARIOUS LOCATIONS	1,949.75
EFT105578	2/04/2009	JABIRU PAINTING PTY LTD	TOUCH UP PAINT KNX YOUTH CTR	308.00
EFT105579	2/04/2009	KIMBERLEY GROUP TRAINING	TRAINEE EXPENSES KNX ADMIN	1,536.67

EFT105580	2/04/2009	KIMBERLEY HYDRAULICS	FILLER BREATHER WY11160 TIP TRUCK	50.60
EFT105581	2/04/2009	KIMBERLEY KOOL REFRIGERATION	REPAIR AIRCON WYNDHAM POOL	517.00
EFT105582	2/04/2009	KIMBERLEY PUMPING SERVICE	FINAL PMT EQUIPMENT CASURINA WAY PUMP STN	11,158.40
EFT105583	2/04/2009	KIMBERLEY WASTE SERVICES	SKIP EMPTIES JAN 09 WYN BOAT RAMP	315.00
EFT105584	2/04/2009	KUNNERS SWAGS	REPAIRS TO ROWING MACHINE STRAP KLC	40.00
EFT105585	2/04/2009	KUNUNURRA AMATEUR THEATRE SOCIETY	SALES FOR KATS GROUP QUIZ NIGHT	625.00
EFT105586	2/04/2009	KUNUNURRA LOCK & KEY	RPLACE LOCK CYLINDER & 3 KEYS KNX ADMIN	150.50
EFT105587	2/04/2009	KUNUNURRA MAINTENANCE SERVICE	REPAIRS WATER POLO GOALS KLC	632.50
EFT105588	2/04/2009	KUNUNURRA MOTOCROSS CLUB	ANNUAL GRANT SCHEME ROUND 2	12,000.00
EFT105589	2/04/2009	KUNUNURRA NEIGHBOURHOOD HOUSE	QUICK GRANT INT WOMEN'S DAY	550.00
EFT105590	2/04/2009	KUNUNURRA PLUMBING & GAS FITTING	REFURB OF KITCHEN (PLUMBING) KNX ADMIN	687.74
EFT105591	2/04/2009	LANGFORD MACHINERY PTY LTD	REPAIRS TO BITUMEN SPRAYER KNX AIRPORT	900.00
Chq/EFT	Date	Name	Description	Amount
EFT105592	2/04/2009	LENNYS LANDSCAPE	REMOVE TREES CNR MILKWOOD ST & GREVILLIA AVE	1,485.00
EFT105593	2/04/2009	LGIS INSURANCE BROKING	MOTOR VEHICLE PREMIUM ADJUSTMENT 07/08 FY	1,244.99
EFT105594	2/04/2009	MARK CRUMBLIN	REIMB FUEL RANGER TRAINING	36.97
EFT105595	2/04/2009	MARTIN PRINT	BUSINESS CARDS FOR XMTED	78.00
EFT105596	2/04/2009	MEGAN HUNT	CLEANING WYN ADMIN, PRMH, REC CTR & DAYCARE	1,491.12
EFT105597	2/04/2009	OFFICE NATIONAL KUNUNURRA	SHELVES FOR CHAMBERS CUPBOARDS	110.00
EFT105598	2/04/2009	ORD RIVER CONTRACTING	TRUCK HIRE FOR CUMBUNGI REMOVAL CELEB PARK	429.00
EFT105599	2/04/2009	ORD RIVER ELECTRICS	ELECTRICAL REPAIRS KNX ADMIN & OVAL	2,374.28
EFT105600	2/04/2009	ORIA ORCHARDS	WEEKLY FLOWER SUPPLY KNX ADMIN	15.00
EFT105601	2/04/2009	OUTBACK CLEANING	MONTHLY CLEANING OF YOUTH CENTRE FEB 09	1,408.00
EFT105602	2/04/2009	PIVOTEL	SAT PHONE CHARGES MARCH 09	105.00
EFT105603	2/04/2009	PLANT HIRE SERVICES PTY LTD	PLANT & EQUIPMENT NEW CULVERTS D2 CHANNEL	16,769.50
EFT105604	2/04/2009	STITCHED UP EMBROIDERY SERVICES	STAFF UNIFORMS KNX ADMIN	1,893.20
EFT105605	2/04/2009	SALERNO LAW	PROFESSIONAL SERVICES	1,000.00
EFT105606	2/04/2009	TONY'S PLUMBING & EXCAVATION PTY LTD	PLUMBING REPAIRS WYN INFO BAY & PRH	470.80
EFT105607	2/04/2009	VIDEO EDUCATION AUSTRALASIA PTY LTD	LIFE SKILLS VIDEOS YOUTH PROGRAM	742.23
EFT105608	2/04/2009	WA LOCAL GOVERNMENT ASSOCIATION WALGA	TRAINING R MORRALL, ADVERTISING JOB VACANCIES	3,957.66
EFT105609	2/04/2009	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	150.19

EFT105610	2/04/2009	WANNA WORK LABOUR HIRE SOLUTIONS	LABOUR HIRE TURF LAYING KNX CHILD CARE	2,169.46
EFT105611	2/04/2009	WESTRALIA AIRPORTS CORPORATION PTY LTD,	ASIC CARDS KNX A/PORT STAFF/CONTRACTORS	200.00
EFT105612	2/04/2009	WHELAN'S	FEATURE SURVEY SUBDIVISION AT WATERLILY PL	5,082.00
EFT105613	9/04/2009	AIR LIQUIDE WA PTY LTD	OXYGEN & ACETYLENE WYN DEPOT	994.75
EFT105614	9/04/2009	ARGYLE MOTORS	REPAIRS TO BACKHOE KNX	6,511.19
EFT105615	9/04/2009	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	133.66
EFT105616	9/04/2009	AUSTRALIAN LIBRARY AND INFORMATION ASSC	PROMO MATERIAL FOR STORY TIME KNX LIB	26.00
EFT105617	9/04/2009	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	179.00
EFT105618	9/04/2009	BEAUREPAIRES (KUNUNURRA)	CB BATTERY FOR LIGHTING SYSTEM KNX A/PORT	135.00
EFT105619	9/04/2009	BERM BACKHOE HIRE	PROGRESS PMT VERGE SLASHING KNX	13,970.00
EFT105620	9/04/2009	BLACKWOODS ATKINS PTY LTD	FIRE FIGHTER UNITS & CABINET KNX DEPOT	7,196.24
EFT105621	9/04/2009	BOC GASES AUSTRALIAN LIMITED	INDUSTRIAL BOTTLE SWAP FEB 09	497.17
EFT105622	9/04/2009	BOOKED OUT SPEAKERS AGENCY	BOOKING FEE KIMBERLEY WRITERS FESTIVAL	165.00
EFT105623	9/04/2009	BUSH CAMP SURPLUS STORES	2 PAIRS KING GEE SHORTS	76.00
EFT105624	9/04/2009	CORPORATE EXPRESS	HP PRINTER TONER KNX ADMIN	116.30
EFT105625	9/04/2009	COUNCILLOR DI AUSBURN	MEMBER ALLOWANCE	2,162.49
EFT105626	9/04/2009	COUNCILLOR JANE PARKER	MEMBER ALLOWANCE	2,162.49
EFT105627	9/04/2009	COUNCILLOR KEITH WRIGHT	MEMBER ALLOWANCE	2,323.83
EFT105628	9/04/2009	CUSTOM IRRIGATION	PMT 3 OF IRRIGATION PROJECT WEABER PL RD	60,000.00
EFT105629	9/04/2009	CR KENNETH TORRES	MEMBER ALLOWANCE	2,162.49
EFT105630	9/04/2009	DUNLOP SPORTS EQUIPMENT	NEW TYRE DUAL AXLE TRAILER WYN	102.30
EFT105631	9/04/2009	EAST KIMBERLEY HARDWARE	RAPID CEMENT, PAVING PAINT, STN CONTROLLERS	1,671.05
EFT105632	9/04/2009	EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS KNX OVAL, WHITE GUM PARK, ETC	918.29
EFT105633	9/04/2009	FISCHER, CYNTHIA	CLEANING PUBLIC TOILETS WYN MAR 09	3,642.37
Chq/EFT	Date	Name	Description	Amount
EFT105634	9/04/2009	GUERINONI & SON	CLEAR SAND & SILT FROM ROAD SURFACES	4,521.00
EFT105635	9/04/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	24,501.10
EFT105636	9/04/2009	IAN & KELLY D'ARCY	RELOCATION EXPENSE XMTPE	4,826.66
EFT105637	9/04/2009	IT VISION ITV	SYNERGY REVIEW PAYROLL, BANK REC, BLDG & HLTH	2,475.00
EFT105638	9/04/2009	JAB INDUSTRIES	EXCAVATOR HIRE TO LEVEL & TRACK ROLL WASTE	14,210.90
EFT105639	9/04/2009	JH COMPUTER SERVICES	TONER FINANCE PRINTER	398.00

EFT105640	9/04/2009	JSW HOLDINGS PTY LTD	ROAD IMPROVEMENTS VARIOUS LOCATIONS	6,600.00
EFT105641	9/04/2009	K & M ALLCLEAN	CLEANING KNX ADMIN, KLC, AIRPORT MAR 09	13,374.22
EFT105642	9/04/2009	KIMBERLEY COMMUNICATIONS	RETUNE JJJ RADIO SERVICE TO NEW FREQUENCY	154.00
EFT105643	9/04/2009	KIMBERLEY INDUSTRIES METALAND	CUTTING DISCS	187.28
EFT105644	9/04/2009	KIMBERLEY MECHANICAL & TILT TRAY SERVICE	REMOVAL OF ABANDONED VEHICLES	198.00
EFT105645	9/04/2009	KIMBERLEY PUMPING SERVICE	INSTAL CULVERT MESSMATE WAY	407.00
EFT105646	9/04/2009	KIMBERLEY WASTE SERVICES	REFUSE COLLECTION KNX & WYN MAR 09	38,006.88
EFT105647	9/04/2009	KUNNERS SWAGS	REPAIR TORN SHADE SAIL KNX POOL	240.00
EFT105648	9/04/2009	KUNUNURRA HOME & GARDEN	POST HOLE SHOVEL	56.50
EFT105649	9/04/2009	KUNUNURRA LOCK & KEY	REPAIRS TO LOCKS ON BBQ'S SWIM BEACH	297.50
EFT105650	9/04/2009	KUNUNURRA MAINTENANCE SERVICE	NEW DOOR (SUPPLY & HANG) WYN DEPOT	7,370.00
EFT105651	9/04/2009	KUNUNURRA SECURITY SERVICE	PATROLS & ALARM MONITORING VARIOUS LOCATIONS	1,618.20
EFT105652	9/04/2009	L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT105653	9/04/2009	LEISURE INSTITUTE OF WA AQUATICS (INC)	REGISTRATION LIWA CONFERENCE KNX POOL MGR	400.00
EFT105654	9/04/2009	MCLEAN ENTERPRISES	WEED KILLER KNX	770.00
EFT105655	9/04/2009	MEGAN HUNT	CLEANING OF WYN ADMIN, PRMH & WYN REC	1,090.37
EFT105656	9/04/2009	OFFICE NATIONAL KUNUNURRA	REPAIRS TO PRINTER KNX ADMIN	112.70
EFT105657	9/04/2009	ORD RIVER ELECTRICS	ELECTRICAL REPAIRS KNX ADMIN AND LANDFILL SITE	1,032.01
EFT105658	9/04/2009	ORIA ORCHARDS	WEEKLY FLOWER SUPPLY KNX ADMIN	15.00
EFT105659	9/04/2009	RACHEL WORNES	HAND WASHING SUPPLIES EHO	9.39
EFT105660	9/04/2009	RICK SPRY	TELEPHONE REIMBURSEMENT AM	307.11
EFT105661	9/04/2009	ROBERT BOSHAMMER	MEMBER ALLOWANCE	2,162.49
EFT105662	9/04/2009	ROYAL LIFE SAVING (WA BRANCH)	BRONZE MEDALLION CERT VARIOUS PARTICIPANTS	148.50
EFT105663	9/04/2009	SHERIDAN'S FOR BADGES	NAME BADGES VARIOUS STAFF	63.58
EFT105664	9/04/2009	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	385.00
EFT105665	9/04/2009	SNOWBALL, MIKE	ELECTRICITY REIMBURSEMENT	140.77
EFT105666	9/04/2009	THE CANVAS SHED	2 SETS AIRPORT CROSSES KNX A/PORT	165.00
EFT105667	9/04/2009	THINKWATER	BOXES OF SPRINKLERS KNX	2,932.60
EFT105668	9/04/2009	TOLL EXPRESS	FREIGHT CHARGES FEB 09	2,028.85
EFT105669	9/04/2009	TOP END MOTORS	65,000KM SERVICE FOR WY001	667.05
EFT105670	9/04/2009	TOTAL EDEN KP PUMPS	NOZZLES, VALVE BOX, FITTINGS, ETC	318.79

EFT105671	9/04/2009	WA LOCAL GOVERNMENT ASSOCIATION WALGA	9 LOCAL GOVT DIRECTORIES	366.30
EFT105672	9/04/2009	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	21,902.35
EFT105673	9/04/2009	WANNA WORK LABOUR HIRE SOLUTIONS	LABOUR HIRE FOR WASTE OIL RECYCLING	1,609.59
EFT105674	16/04/2009	ALLGEAR MOTORCYCLES	VARIOUS SMALL ENGINE WORKS & SUPPLIES	164.70
EFT105675	16/04/2009	BLACKWOODS ATKINS PTY LTD	HIVIS WET WEATHER JACKETS & SEALANT PIPE	186.13
Chq/EFT	Date	Name	Description	Amount
EFT105676	16/04/2009	BOAB CARPENTRY MAINTENANCE SERVICE	REPAIR LOCK 67 KOOJARRA	195.91
EFT105677	16/04/2009	BOSS FLUID POWER	TOILET TISSUE, HANDTOWELS, GARBAGE BAGS	2,675.70
EFT105678	16/04/2009	CARPET VINYL & TILE CENTRE	BLIND SUPPLY & INSTALLATION KNX YOUTH CENTRE	1,700.00
EFT105679	16/04/2009	CIVIC LEGAL	PROFESSIONAL SERVICES	2,449.70
EFT105680	16/04/2009	COLIN WILKINSON DEVELOPMENTS PTY LTD	PLANS & FEASIBILITY WATERLILY DEVELOPMENT	2,090.00
EFT105681	16/04/2009	CORPORATE EXPRESS	OFFICE SUPPLIES, FURNITURE KNX	3,384.52
EFT105682	16/04/2009	EAST KIMBERLEY DINGO	CLAIM FOR UPGRADES WYN B/BALL COURTS	4,315.00
EFT105683	16/04/2009	EAST KIMBERLEY HARDWARE	HARDWARE ITEMS AIRPORT, LOCKS, SHACKLES, ETC	571.15
EFT105684	16/04/2009	FEWSTER, KELLY	REIMB PARKING FEES FOR PERTH CONFERENCE	33.50
EFT105685	16/04/2009	FLAMETREE NURSERY	3 GOLDEN CANE PALMS XMCPs PROPERTY	160.50
EFT105686	16/04/2009	FRANMOR CONSTRUCTIONS PTY LTD	REPAIRS TO BROKEN GLASS KLC	570.85
EFT105687	16/04/2009	FYSH GRADER HIRE	DRY SEASON GRADE CARLTON HILL STN RD	5,808.00
EFT105688	16/04/2009	FUJI XEROX AUSTRALIA PTY LTD	CONTRACT PMT KNX ADMIN PRINTER	2,524.50
EFT105689	16/04/2009	GRUNT LABOUR SERVICES PTY LTD	LABOUR HIRE KNX TIP	1,198.23
EFT105690	16/04/2009	GUERINONI & SON	RURAL EARTH/ROADWORK'S VARIOUS LOCATIONS	2,772.00
EFT105691	16/04/2009	GULLIVER'S TAVERN	DINNER BUDGET WORKSHOP MAR 09	714.00
EFT105692	16/04/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	2,185.75
EFT105693	16/04/2009	IAN & KELLY D'ARCY	REIMBURSEMENT PURCHASE OF USB THUMB DRIVE	64.95
EFT105694	16/04/2009	JSW HOLDINGS PTY LTD	WEERO RD GRADING	419.10
EFT105695	16/04/2009	K & M ALLCLEAN	EXTRA CLEANING KLC MAR 09	845.00
EFT105696	16/04/2009	KIMBERLEY ECHO ALBANY ADVERTISER	VARIOUS EMPLOYMENT & PUBLIC NOTICES FEB 09	1,406.16
EFT105697	16/04/2009	KIMBERLEY GROUP TRAINING	TRAINEE EXPENSES KNX ADMIN	386.35
EFT105698	16/04/2009	KIMBERLEY PROPERTY VALUERS	VALUATION FEES	1,100.00
EFT105699	16/04/2009	KINGS CROWN INSTRUMENTATION & ELECTRICAL	REWIRE EFFLUENT PUMP WYN GREY WATER PONDS	430.00
EFT105700	16/04/2009	KUNUNURRA LOCK & KEY	INSTAL LOCKS XMCPs & MFS OFFICE DOORS	244.50

EFT105701	16/04/2009	KUNUNURRA MAINTENANCE SERVICE	RE HANG TOILET DOOR SWIM BEACH	423.50
EFT105702	16/04/2009	KUNUNURRA MOBILE WELDING SERVICE	REPAIR FENCE KNX OVAL	1,320.00
EFT105703	16/04/2009	KUNUNURRA POOLS AND SPAS	DRY CHLORINE WYN POOL	975.00
EFT105704	16/04/2009	KENNETH EDWIN COTTER	POWER SUBSIDY DEC FEB 09	533.26
EFT105705	16/04/2009	LANDGATE	GRV ENQUIRIES	258.93
EFT105706	16/04/2009	LEISURE INSTITUTE OF WA AQUATICS	NORTH WEST SEMINAR REGISTRATION 2 STAFF	180.00
EFT105707	16/04/2009	MCLEAN ENTERPRISES	FREIGHT PAVERS CELEB TREE PARK & WYN AIRPORT	1,100.00
EFT105708	16/04/2009	MIRIMA COUNCIL, LANGUAGE & CULTURE CENTRE	CULTURAL AWARENESS TRAINING KNX ADMIN STAFF	286.00
EFT105709	16/04/2009	OFFICE NATIONAL KUNUNURRA	BLACK LEATHER BINDING COVERS	75.90
EFT105710	16/04/2009	ORD RIVER ELECTRICS	ELECTRONIC WORKS VARIOUS LOCATIONS KNX	7,028.18
EFT105711	16/04/2009	ORDCO	SUPPLY GLYPHOSATE WYN GENERAL	1,053.80
EFT105712	16/04/2009	ORIA ORCHARDS	WEEKLY FLOWER SUPPLY KNX ADMIN	30.00
EFT105713	16/04/2009	ORICA AUSTRALIA PTY LTD	CHLORINE SUPPLIES MAR 09 KNX POOL	2,307.62
EFT105714	16/04/2009	PAUL DUPLANCIC	ACCOMM CR MILLS 10 DAYS MARKETING CONF	1,000.00
EFT105715	16/04/2009	RUMOURS PATISSERIE	CATERING LUNCH BUDGET WORKSHOP	110.00
EFT105716	16/04/2009	SHERIDAN'S FOR BADGES	NAME BADGES KNX ADMIN & LIBRARY STAFF	13.75
EFT105717	16/04/2009	SIGMA CHEMICALS	POOL CHEMICALS KNX POOL	1,686.00
Chq/EFT	Date	Name	Description	Amount
EFT105718	16/04/2009	SNR CABINETS & CARPENTRY	SUPPLY & INSTAL NEW KITCHEN KNX ADMIN	6,776.00
EFT105719	16/04/2009	THINKWATER	STORM PRO ROTARY PARK	1,492.46
EFT105720	16/04/2009	TIMEBASE PTY LTD	TOWN PLANNING LEGISLATION DOCUMENTS	550.00
EFT105721	16/04/2009	TNT AUSTRALIA PTY LIMITED	FREIGHT COSTS MOSQUITO RESEARCH	225.56
EFT105722	16/04/2009	TOLL EXPRESS	FREIGHT CHARGES FEB 09 MOSQUITO RESEARCH	1,821.19
EFT105723	16/04/2009	TOTAL EDEN KP PUMPS	HUNTER SPRINKLERS KNX GENERAL	1,197.60
EFT105724	16/04/2009	TROPICAL PEST CONTROL	MOZZIE FOGGING KNX MAR 09	1,760.00
EFT105725	16/04/2009	WA AQUATIC CLUB PTY LTD	SWIMMING SUPPLIES FOR RESALE KLC	874.50
EFT105726	16/04/2009	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	48.01
EFT105727	16/04/2009	WANNA WORK LABOUR HIRE SOLUTIONS	SORT AND STACK TYRES KNX LANDFILL SITE	769.80
EFT105728	16/04/2009	WESTRAC EQUIPMENT PTY LTD	STARTER MOTOR & EQUIP KNX GRADER OVERHAUL	2,104.08
EFT105729	16/04/2009	WYNDHAM EXCAVATIONS	GRADING PARRY CK RD & WYN TIP MTCE	9,446.00
EFT105730	23/04/2009	ALLGEAR MOTORCYCLES	CHAINSAW CHAIN, LUBE, OIL, SHARPENING KIT	214.60

EFT105731	23/04/2009	ARGYLE ENGINEERING	FABRICATE SAFETY BAR	39.00
EFT105732	23/04/2009	ARGYLE MOTORS	20K SERVICE WY12647	263.75
EFT105733	23/04/2009	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	133.66
EFT105734	23/04/2009	ATTORNEY GENERAL'S DEPARTMENT AUSCHECK	AUSCHECK ASIC CHECK KNX AIRPORT STAFF	88.00
EFT105735	23/04/2009	AUSFUEL AFD AUSTRALIAN FUEL DISTRIBUTORS	AUSFUEL PURCHASES MAR 2009	907.73
EFT105736	23/04/2009	AUSTRALIA POST, ACCOUNTS RECEIVABLE TEAM	POSTAGE COSTS KNX ADMIN & LIBRARY MAR 09	800.66
EFT105737	23/04/2009	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	179.00
EFT105738	23/04/2009	AUSTRALIAN TAXATION OFFICE	BAS PAYMENT MAR 09	124,701.00
EFT105739	23/04/2009	BLACKWOODS ATKINS PTY LTD	RAGS FOR CLEANING 1 X BAG KNX DEPOT	54.58
EFT105740	23/04/2009	BOC GASES AUSTRALIAN LIMITED	INDUSTRIAL BOTTLE RENTAL FOR MARCH 09	254.02
EFT105741	23/04/2009	BRANKO BP MOTORS	WYN AIRPORT HARDWARE PURCHASES MAR 09	480.20
EFT105742	23/04/2009	BRIDGESTONE AUSTRALIA LTD	3 X TRUCK TYRES 1CGF957	1,168.40
EFT105743	23/04/2009	BUSBY INVESTMENTS T/A BUDGET RENT A CAR	CAR RENTAL RANGER LAW ENFORCEMENT TRAINING	356.51
EFT105744	23/04/2009	CHEMISTRY CENTRE (WA)	ANALYSIS OF SAMPLES	354.20
EFT105745	23/04/2009	COATES HIRE	HIRE OF CUTTING SAW KNX A/PORT	204.19
EFT105746	23/04/2009	CORPORATE EXPRESS	PAPER ORDER KNX ADMIN	2,691.13
EFT105747	23/04/2009	CROCODILE SIGNS	FIREBREAK & LANDFILL SIGNS KNX	820.60
EFT105748	23/04/2009	CROSSLAND URANIUM MINES LTD	RATES REFUND	602.03
EFT105749	23/04/2009	EAST KIMBERLEY HARDWARE	PINE BOLLARDS, RETIC FITTINGS, STAR PICKETS, ETC	5,549.30
EFT105750	23/04/2009	EAST KIMBERLEY PLUMBING	REPAIR HWS 1/57 RIVERFIG (UNSUCCESSFUL)	110.00
EFT105751	23/04/2009	FARMERS FRUIT & VEG MART	CATERING A/PORT STAKEHOLDERS MEETING	235.00
EFT105752	23/04/2009	FRONTIER POST & NEWS	POST & LIBRARY PURCHASES WYN MAR 09	38.95
EFT105753	23/04/2009	FYSH GRADER HIRE	RE SHEET CAVE SPRINGS RD	8,888.00
EFT105754	23/04/2009	GRUNT LABOUR SERVICES PTY LTD	LABOUR HIRE KNX LANDFILL SITE	1,198.23
EFT105755	23/04/2009	GUERINONI & SON	RURAL EARTH/ROADWORK'S VARIOUS LOCATIONS	1,954.15
EFT105756	23/04/2009	HART SPORT	SWIMMING POOL SUPPLIES WYN POOL	413.40
EFT105757	23/04/2009	HOLLIE NICHOLS (NORTHERN HUM)	2 X UNIFORM PANTS	119.98
EFT105758	23/04/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	6,989.30
EFT105759	23/04/2009	IBAC PLUMBING PTY LTD	REPAIRS TO FIRE HYDRANT KLC	946.00
Chq/EFT	Date	Name	Description	Amount
EFT105760	23/04/2009	ICEAGE REFRIGERATION & AIRCONDITIONING	REPAIR A/C FLIGHT SERVICES BUILDING & KNX ADMIN	606.10

EFT105761	23/04/2009	IOR PETROLEUM PTY LTD	DIESEL SUPPLY KNX DEPOT MAR/APR 09	8,759.10
EFT105762	23/04/2009	JAB INDUSTRIES	REMOVE DEBRIS RESEARCH STN RD TO LANDFILL SITE	7,689.00
EFT105763	23/04/2009	JORRITSMA H & CO	COUPLINGS, JOINERS, ETC KNX & WYN DEPOT	411.80
EFT105764	23/04/2009	KIMBERLEY INDUSTRIES METALAND	TIE DOWN STRAPS 50MM RATCHET	280.19
EFT105765	23/04/2009	KUNUNURRA BETTA ELECTRICAL & GAS	CREST POWER ADAPTOR KNX ADMIN	44.50
EFT105766	23/04/2009	KUNUNURRA DIESEL SERVICES	HELLA ROTATING LIGHT KNX AIRPORT	173.25
EFT105767	23/04/2009	KUNUNURRA HOME & GARDEN	PORTABLE BBQ WYN POOL	625.00
EFT105768	23/04/2009	KUNUNURRA LOCK & KEY	4 NEW LOCKS & KEYS KNX TIP	273.00
EFT105769	23/04/2009	KUNUNURRA REFRIGERATION & AIR CONDITIONING	REPAIRS TO A/C KNX AIRPORT	726.41
EFT105770	23/04/2009	KENNETH EDWIN COTTER	ANNUAL AIRFARE ALLOWANCE	2,600.00
EFT105771	23/04/2009	L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT105772	23/04/2009	LAKESIDE BLINDS & MACHINERY	GRIND STUMPS CNR OF GREVILLEA & MILKWOOD	297.00
EFT105773	23/04/2009	MAXWELL MELTON	FUEL PURCHASE REIMBURSEMENTS	221.84
EFT105774	23/04/2009	MCKINLAY, BETTY	REIMB: PO BOX 53 PMT & MEALS FOR CONFERENCE	135.00
EFT105775	23/04/2009	MCLEAN ENTERPRISES	FREIGHT FROM ARC IN WINNELLIE TO DEPOT KNX	38.50
EFT105776	23/04/2009	METAL ARTWORK CREATIONS	DESK NAME PLATES NEW COUNCILLORS	79.75
EFT105777	23/04/2009	ORD RIVER CONTRACTING	KNX LANDFILL SITE MAINTENANCE	18,480.00
EFT105778	23/04/2009	ORDCO	FIREBOLT 540 20L	319.00
EFT105779	23/04/2009	ORIA ORCHARDS	WEEKLY FLOWER SUPPLY KNX ADMIN	15.00
EFT105780	23/04/2009	PIONEER ROAD SERVICES PTY LTD	PREMIX ROAD REPAIRS VARIOUS LOCATIONS	21,037.50
EFT105781	23/04/2009	RED ELEVEN RED 11 PTY LTD	SERVER/COMPUTING EQUIPMENT	106.93
EFT105782	23/04/2009	ROGERS MACHINERY SERVICE	MAJOR REPAIRS RIDE ON MOWER KNX	8,065.76
EFT105783	23/04/2009	SEARLE'S MECHANICAL REPAIRS	LABOUR TO CARRY OUT 90000KMS SERVICE 1CIU595	292.30
EFT105784	23/04/2009	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	385.00
EFT105785	23/04/2009	SONYA MCKAY	UNIFORM ALTERATIONS KNX ADMIN	97.00
EFT105786	23/04/2009	ST JOHN AMBULANCE	HOUSE NUMBERING PROGRAM GRANT	3,300.00
EFT105787	23/04/2009	TOLL EXPRESS	FREIGHT CHARGES KNX ADMIN MAR 09	95.62
EFT105788	23/04/2009	TRIPP, KATYA MARIE	ANNUAL AIRFARE ALLOWANCE	2,600.00
EFT105789	23/04/2009	TUCKERBOX/RETRAVISION	TUCKERBOX PURCHASES MARCH 2009	2,861.52
EFT105790	23/04/2009	VANDERFIELD MACHINERY PTY LTD	6 X SLASHER BLADES KNX AIRPORT	816.22
EFT105791	23/04/2009	VEOLIA ENVIRONMENTAL SERVICES	WASTE OIL COLLECTION KNX LANDFILL SITE	14,630.00

EFT105792	23/04/2009	WA LOCAL GOVERNMENT ASSOCIATION WALGA	ADVERTISING JOB VAC & PUBLIC NOTICES,TENDERS	13,729.89
EFT105793	23/04/2009	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	22,345.13
EFT105794	23/04/2009	WAYNE RICHARDS & REBECCA MORRALL	REIMB OF PURCHASES SCHOOL HOLIDAY PROGRAM	99.68
EFT105795	23/04/2009	WESTRAC EQUIPMENT PTY LTD	PARTS & EQUIPMENT KNX GRADER OVERHAUL	279.31
EFT105796	23/04/2009	WYNDHAM EXCAVATIONS	SIDE TRACK & E/WORKS FLOODWAY RECON	45,000.00
EFT105797	23/04/2009	WYNDHAM TOWN HOTEL	MEALS FOR COUNCIL MEETING WYN	240.00
EFT105798	30/04/2009	ALLGEAR MOTORCYCLES	CARBY MOWER REPAIRS, WHIPPER SNIPPER CORD	434.10
EFT105799	30/04/2009	ARGYLE MOTORS	SERVICE KUBOTA KNX A/PORT & SPRAY UNIT PUMP	1,294.67
EFT105800	30/04/2009	AUSTRALIA POST, ACCOUNTS RECEIVABLE TEAM	ANNUAL FEE PO BOX 1210	22.50
EFT105801	30/04/2009	BARRAMUNDI CONCERT ORGANISING COMMITTEE	QUICK GRANT PAYMENT	500.00
Chq/EFT	Date	Name	Description	Amount
EFT105802	30/04/2009	BERM BACKHOE HIRE	CONTRACT PAYMENT MAR 09 VERGE SLASHING KNX	18,073.00
EFT105803	30/04/2009	BLACKWOODS ATKINS PTY LTD	STRETCH PALLET WRAP KNX TIP	88.00
EFT105804	30/04/2009	BRANKO BP MOTORS	MECHANICAL REPAIRS, PARTS & FUEL WYN VEHICLES	3,085.36
EFT105805	30/04/2009	BUSBY INVESTMENTS T/A BUDGET RENT A CAR	CAR HIRE GENERAL ADMINISTRATION & EHO TRAINING	568.92
EFT105806	30/04/2009	BUSH CAMP SURPLUS STORES	SAFETY BOOTS FOR EHO 1PR	105.00
EFT105807	30/04/2009	CABCHARGE	CABCHARGES MARCH 09	470.80
EFT105808	30/04/2009	CAMLISMAR INVESTMENTS PTY LTD	WINNING GRAVEL FOR PARRY CREEK RD	2,420.00
EFT105809	30/04/2009	COMMANDER AUSTRALIA LIMITED	SERVICE AND MAINTENANCE FOR VOICEMAIL SYSTEM	68.20
EFT105810	30/04/2009	EAST KIMBERLEY HARDWARE	FURNITURE FOR RIVERFIG UNIT	1,082.92
EFT105811	30/04/2009	EAST KIMBERLEY PLUMBING	REPAIR LEAK TO WATER COOLER WYN REC	159.50
EFT105812	30/04/2009	FORTE AIRPORT MANAGEMENT	PREPARE RADS SUBMISSIONS KNX AIRPORT	6,395.95
EFT105813	30/04/2009	FUJI XEROX AUSTRALIA PTY LTD	XEROX PRINTERS MAINTENANCE CONTRACT	1,605.42
EFT105814	30/04/2009	GRUNT LABOUR SERVICES PTY LTD	KNX LANDFILL SITE MAINTENANCE	2,396.46
EFT105815	30/04/2009	GUERINONI & SON	PLANT HIRE & ROAD WORKS VARIOUS LOCATIONS KNX	46,521.75
EFT105816	30/04/2009	INSTITUTE OF PUBLIC WORKS ENGINEERING AU	MEMBERSHIP 2009	715.00
EFT105817	30/04/2009	JAB INDUSTRIES	ROAD WORKS/FLOOD MITIGATION WEABER PLN ROAD	15,643.05
EFT105818	30/04/2009	JSW HOLDINGS PTY LTD	RESHEET CAVE SPRINGS ROAD	48,516.45
EFT105819	30/04/2009	JULIE GRONO	REIMBURSEMENT WORKING WITH CHILDREN CHECK	50.00
EFT105820	30/04/2009	KIMBERLEY ECHO ALBANY ADVERTISER	VARIOUS EMPLOYMENT & PUBLIC NOTICES FEB 09	1,193.22
EFT105821	30/04/2009	KIMBERLEY GROUP TRAINING	TRAINEE EXPENSES KNX ADMIN	420.56

EFT105822	30/04/2009	KIMBERLEY HYDRAULICS	HYDRAULIC COUPLINGS KNX DEPOT LOADER	243.10
EFT105823	30/04/2009	KIMBERLEY INDUSTRIES METALAND	MESH FOR DRAINAGE PAPUANA ST & TRAILER PLUG	348.89
EFT105824	30/04/2009	KIMBERLEY MOTORS	DIESEL PURCHASES MAR 09 WYN	3,037.64
EFT105825	30/04/2009	KIMBERLEY PUMPING SERVICE	PROGRESS PMT MESSMATE WAY PUMP STN	3,323.38
EFT105826	30/04/2009	KIMBERLEY WASTE SERVICES	KLC SKIP EMPTIES MAR 09	180.00
EFT105827	30/04/2009	KLEENHEAT GAS	KLC GAS BOTTLE RENT (ANNUAL)	60.50
EFT105828	30/04/2009	KOSMOS FOODS PTY LTD	CONFECTIONARY PURCHASES FOR RE SALE KLC	1,744.00
EFT105829	30/04/2009	KUNUNURRA COURIERS	SPRING WATER DELIVERY KNX A/PORT	37.00
EFT105830	30/04/2009	KUNUNURRA MAINTENANCE SERVICE	REPLACE SIGNAGE WHITEGUM PARK	104.50
EFT105831	30/04/2009	KUNUNURRA REFRIGERATION & AIR CONDITIONING	REPAIRS TO A/C KNX AIRPORT & 2 WYN PROPERTIES	2,048.13
EFT105832	30/04/2009	LOCAL GOVERNMENT MANAGERS AUSTRALIA	LGMA EXECUTIVE MGMT PROGRAM	3,300.00
EFT105833	30/04/2009	MCKINLAY, BETTY	REIMBURSEMENT FOR CHILDCARE PURCHASES	55.85
EFT105834	30/04/2009	MEGAN HUNT	CLEANING WYN ADMIN, PRMH, REC CTR & DAYCARE	2,429.62
EFT105835	30/04/2009	MICHAEL GRAFFI CONCRETING	CONCRETING CELEB TREE PARK	13,090.00
EFT105836	30/04/2009	MOMAR AUSTRALIA PTY LTD	BBQ CLEANERS BASTION LOOKOUT	860.20
EFT105837	30/04/2009	NORSIGN PTY LTD	GUIDE POSTS RURAL ROADS	4,455.00
EFT105838	30/04/2009	OFFICE NATIONAL KUNUNURRA	VOYAGER TYPIST CHAIR	298.99
EFT105839	30/04/2009	ORD MACHINING	BEARINGS FOR SLASHER KNX DEPOT	83.18
EFT105840	30/04/2009	ORD RIVER CONTRACTING	KNX LANDFILL SITE MAINTENANCE X 2 PMTS	24,533.08
EFT105841	30/04/2009	ORD RIVER ELECTRICS	ELECTRONIC REPAIRS VARIOUS LOCATIONS KNX	810.23
EFT105842	30/04/2009	PIVOTEL	SATELLITE PHONE SERVICE MONTH OF MAR 09	112.39
EFT105843	30/04/2009	PLANT HIRE SERVICES PTY LTD	ROAD WORKS FLOOD MITIGATION WEABER PLN RD	7,700.00
Chq/EFT	Date	Name	Description	Amount
EFT105844	30/04/2009	SHELF SUPPLY	DOG FOOD & CHOKER CHAINS KNX POUND	121.00
EFT105845	30/04/2009	THORLEY'S STORE	FREIGHT CHARGE FOR INTERNAL MAIL BAG	378.00
EFT105846	30/04/2009	TOP END MOTORS	25000KM SERVICE WY12320	305.23
EFT105847	30/04/2009	TRIPP, KATYA MARIE	REIMBURSEMENT WORKING WITH CHILDREN CHECK	50.00
EFT105848	30/04/2009	WA STATE EMERGENCY VOLUNTEERS ASSC INC	ADVERTISEMENT SES VOLUNTEERS	520.00
EFT105849	30/04/2009	VANDERFIELD MACHINERY PTY LTD	NEW WIND GUARD AND FITTINGS FOR SPRAY RIG	40.75
EFT105850	30/04/2009	WESTRAC EQUIPMENT PTY LTD	PARTS & EQUIPMENT KNX GRADER OVERHAUL	6,756.30
EFT105851	30/04/2009	WHELAN'S	SURVEY OF FOOTPATH FOR CENTENARY PARK	2,183.50

EFT105852	30/04/2009	WUNAN FOUNDATION INC.	PARKS UPGRADE & HAND RAIL OVER LILLY LAGOON	7,097.50
EFT105853	30/04/2009	WYNDHAM EXCAVATIONS	MTCE GRADE KING RIVER RD & CONC WYN INFO BAY	5,840.00
EFT105854	30/04/2009	WYNDHAM TOURIST INFORMATION CENTRE	TOURIST INFORMATION SERVICE WYN MAR 09	476.66

1,024,570.29

Chq/Eft	Date	Name	Description	Amount
38921	2/04/2009	DEPARTMENT OF TREASURY AND FINANCE	PURCHASE OF BOOKS WYN LIB	264.16
38922	2/04/2009	DEPT CONSUMER & EMPLOYMENT PROTECTION	DANGEROUS GOODS SITE LICENCE KLC	540.00
38923	2/04/2009	DEPT FOR PLANNING & INFRASTRUCTURE	12 MONTHS REGO 1CQN641	262.25
38924	2/04/2009	TELSTRA	SERVICES AND EQUIPMENT RENTAL TO 12/04/09	239.65
38925	2/04/2009	WATER CORPORATION	WATER SUPPLY VARIOUS LOCATIONS	348.25
38926	9/04/2009	ASGARD SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	202.25
38927	9/04/2009	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	128.99
38928	9/04/2009	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	164.01
38929	9/04/2009	BISLAND LIBRARY CONSULTANTS	TECHNICAL SUPPORT WYNDHAM LIBRARY	570.00
38930	9/04/2009	CHOICE	ANNUAL SUBSCRIPTION TO CHOICE MAGAZINE	132.00
38931	9/04/2009	CR FRED MILLS	MEMBER ALLOWANCE	5,224.99
38932	9/04/2009	CR JOHN HAMILTON MOULDEN	MEMBER ALLOWANCE	2,162.49
38933	9/04/2009	CR PAUL CALEY	MEMBER ALLOWANCE	2,162.49
38934	9/04/2009	CR RALPH ADDIS	MEMBER ALLOWANCE	2,818.74
38935	9/04/2009	DEPT OF HEALTH WASTE WATER MANAGEMENT	EFFLUENT DISPOSAL APPLICATION	35.00
38936	9/04/2009	DEPARTMENT OF TREASURY AND FINANCE	RECOVERIES OF LOST BOOKS KNX LIB	62.70
38937	9/04/2009	DEPT FOR PLANNING & INFRASTRUCTURE	12 MONTH REGO FOR 1CIU595 TOYOTA L/CRUISER	243.05
38938	9/04/2009	INTERCON LOGISTICS	CHLORINE SUPPLIES WYNDHAM POOL	2,319.00
38939	9/04/2009	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	343.80
38940	9/04/2009	QUADRANT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	267.79
38941	9/04/2009	RNAS	CONFIGURATION OF NEW SERVER	7,546.00
38942	9/04/2009	REST SUPER	SUPERANNUATION CONTRIBUTIONS	218.43
38943	9/04/2009	SHIRE OF BROOME	REIMBURSEMENT PILBARA CONFERENCE	1,285.90
38944	9/04/2009	VICSUPER	SUPERANNUATION CONTRIBUTIONS	166.50

	38945	9/04/2009	WATER CORPORATION	WATER SUPPLY VARIOUS LOCATIONS	3,223.85
	38946	16/04/2009	AUSTRALIAN COMMUNICATIONS AUTHORITY	RENEWAL OF RADIO & SBS LICENCES	310.00
	38947	16/04/2009	CR FRED MILLS	REIMB PARKING, MEALS & FUEL	380.65
Chq/EFT	Date	Name	Description	Amount	
	38948	16/04/2009	SWEK KIMBERLEY CHEQUE PAYMENTS	BUILDING LICENCES CELEB PARK & WYN A/PORT	278.00
	38949	16/04/2009	WATER CORPORATION	WATER SUPPLY VARIOUS LOCATIONS	4,168.50
	38950	23/04/2009	ASGARD SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	202.25
	38951	23/04/2009	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	101.35
	38952	23/04/2009	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	162.39
	38953	23/04/2009	ARGYLE DIAMONDS LTD	RATES REFUND	12,415.98
	38954	23/04/2009	ASPEN PARKS	RATES REFUND	2,779.37
	38955	23/04/2009	BAUXITE AUSTRALIA PTY LTD	RATES REFUND	6,784.36
	38956	23/04/2009	D SCHUBERT	RATES REFUND	2,539.21
	38957	23/04/2009	DEPARTMENT FOR PLANNING & INFRASTRUCTURE	SPECIAL PLATE SERIES 351 WY & 29 WY	270.00
	38958	23/04/2009	DEPARTMENT OF HOUSING & WORKS	RATES REFUND	889.65
	38959	23/04/2009	DIANA FRANCES OLIVER	RATES REFUND	2,187.09
	38960	23/04/2009	DUKETON CONSOLIDATED LTD	RATES REFUND	451.54
	38961	23/04/2009	JOE MULLIS	RATES REFUND	798.11
	38962	23/04/2009	KITMYTH PTY LTD	RATES REFUND	1,670.19
	38963	23/04/2009	KNX DEPOT SOCIAL CLUB (PLEASE PAY CASH)	REIMB FOR STAFF LEAVING FUNCTION PER HR9	100.00
	38964	23/04/2009	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	342.58
	38965	23/04/2009	MARTEN HENDRICK YNEMA	RATES REFUND	1,722.91
	38966	23/04/2009	MATILDA MINERALS LTD	RATES REFUND	930.32
	38967	23/04/2009	MT ANKETELL PTY LTD	RATES REFUND	462.33
	38968	23/04/2009	MYSTAR INVESTMENTS PTY LTD	RATES REFUND	634.04
	38969	23/04/2009	PARAMOUNT MINING CORPORATION LTD	RATES REFUND	807.98
	38970	23/04/2009	QUADRANT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	267.79
	38971	23/04/2009	REST SUPER	SUPERANNUATION CONTRIBUTIONS	322.67
	38972	23/04/2009	ROBERT JOSEPH PARSONS	DEVELOPMENT APPLICATION FEE	100.00
	38973	23/04/2009	CHEQUE CANCELLED		-
	38974	23/04/2009	ROSS ALBERT HAYDON	RATES REFUND	528.82

38975	23/04/2009	TELSTRA	LANDLINE USAGE MAR - APR 2009	4,545.27
38976	23/04/2009	VICSUPER	SUPERANNUATION CONTRIBUTIONS	166.50
38977	23/04/2009	WATER CORPORATION	WATER SUPPLY VARIOUS LOCATIONS	10,664.45
38978	30/04/2009	DEPT FOR PLANNING & INFRASTRUCTURE	12 MONTHS REGO 9RU680 & 9RU679	35.70
38979	30/04/2009	EECW PTY LTD IN TRUST FOR SER 2009	REGISTRATION ECO CONFERENCE	690.00
38980	30/04/2009	WALKABOUT SOUVENIRS	2 BOOKS, GIFTS FOR NEW CITIZENS	79.90
38981	30/04/2009	WATER CORPORATION	WATER SUPPLY WYN POOL	4,798.80
				94,520.99

Date	Name	Description	Amount	
08/04/2009	PAYROLL	PAYROLL	130,596.70	
09/04/2009	PAYROLL	ONE OFF PAY	509.89	
22/04/2009	PAYROLL	PAYROLL	130,861.50	
				261,968.09

Date	Name	Description	Amount
27/04/2009	DIRECT DEBIT	RENT 12/33 KONKERBERRY DRIVE KUNUNURRA	2,036.66
15/04/2009	DIRECT DEBIT	RENT 4 BOOBIALLA WAY	2,491.67
20/04/2009	DIRECT DEBIT	RENT 20 BARRINGTONIA WAY	2,383.33
Apr-09	DIRECT DEBIT	BANK FEES	136.80
Apr-09	DIRECT DEBIT	BPOINT	64.32
02/04/2009	DIRECT DEBIT	VISA PAYMENT	5,462.42
16/04/2009	DIRECT DEBIT	EXTRA VISA PAYMENT	3,651.47
20/04/2009	DIRECT DEBIT	MASTERCARD	2,441.17
17/04/2009	DIRECT DEBIT	EXTRA PAYMENT MASTERCARD	4,678.87
30/04/2009	DIRECT DEBIT	EXTRA PAYMENT MASTERCARD	4,754.77
Apr-09	DIRECT DEBIT	MERCHANT FEE	415.22
01/04/2009	DIRECT DEBIT	WESTNET P/L	1,059.34
TOTAL DIRECT DEBIT PAYMENTS			29,576.04

12.2.4 MINUTES OF ELECTORS MEETING HELD 19 DECEMBER 2008 (8658)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Kununurra
AUTHOR:	Jo-Anne Ellis Executive Manager Corporate Services
REPORTING OFFICER:	Peter Stubbs Executive Manager Corporate Services
FILE NO:	60.14.02
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider and accept the Minutes of the Annual General Meeting of Electors held on 19 December 2008.

BACKGROUND

The Annual General Meeting of Electors was held on 16 December 2008 following the Ordinary Meeting of Council. The minutes of the meeting were prepared the day following the meeting and are available on the Shires website.

No decisions were made at this meeting that required consideration of Council.

By oversight the Minutes of the Annual General Meeting of Electors has not been presented to a meeting of Council.

STATUTORY IMPLICATIONS

Local Government Act 1995

5.27. Electors' general meetings

- (1) A general meeting of the electors of a district is to be held once every financial year.
- (2) A general meeting is to be held on a day selected by the local government but not more than 56 days after the local government accepts the annual report for the previous financial year.
- (3) The matters to be discussed at general electors' meetings are to be those prescribed.

5.32. Minutes of electors' meetings

The CEO is to —

- (a) cause minutes of the proceedings at an electors' meeting to be kept and preserved; and
- (b) ensure that copies of the minutes are made available for inspection by members of the public before the council meeting at which decisions made at the electors' meeting are first considered.

5.33. Decisions made at electors' meetings

- (1) All decisions made at an electors' meeting are to be considered at the next ordinary council meeting or, if that is not practicable —

- (a) at the first ordinary council meeting after that meeting; or
 - (b) at a special meeting called for that purpose, whichever happens first.
- (2) If at a meeting of the council a local government makes a decision in response to a decision made at an electors' meeting, the reasons for the decision are to be recorded in the minutes of the council meeting.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Decision of an Annual General Meeting of Electors require due consideration by Council. In this instance no decisions that required consideration by Council were made.

COMMUNITY CONSULTATION

Nil

COMMENT

N/A

ATTACHMENTS

Minutes of the Annual General Meeting of Electors held on 16 December 2008.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council having considered the Minutes of the Annual General Meeting of Electors held on 16 December 2008 and accepts these minutes.

COUNCIL DECISION

Minute No. 8658

***Moved:Cr D Ausburn
Seconded:Cr K Wright***

That Council having considered the Minutes of the Annual General Meeting of Electors held on 16 December 2008 and accepts these minutes.

CARRIED UNANIMOUSLY: (8/0)



SHIRE OF WYNDHAM-EAST KIMBERLEY

MINUTES

ANNUAL GENERAL MEETING OF ELECTORS TO BE HELD AT THE KUNUNURRA SHIRE CHAMBERS TUESDAY 16 DECEMBER 2008 AT 7.30PM

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 7.00pm

2. RECORD OF ATTENDANCE

Cr Fred Mills	Shire President
Cr Ralph Addis	Deputy Shire President
Cr Di Ausburn	Councillor
Cr Jane Parker	Councillor
Cr Keith Wright	Councillor
Cr John Moulden	Councillor
Cr Kenneth Torres	Councillor
Cr Robert Boshammer	Councillor
Mr Alex Douglas	Acting Chief Executive Officer
Ms Jo-Anne Ellis	Executive Manager of Corporate Services

PUBLIC GALLERY

Mr Chris Robinson	Ms Tricia Handasyde
Mr Paul Milner	Mrs Julie Milner
Mr Darren Spackman	Ms Kelly Fewster
Mr Bruce Harding	

APOLOGIES

Mr Peter Stubbs	Chief Executive Officer
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LEAVE OF ABSENCE

Cr Paul Caley	Councillor
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3. CONFIRMATION OF MINUTES

3.1 CONFIRMATION OF MINUTES OF ANNUAL MEETING OF ELECTORS HELD ON TUESDAY, 19 FEBRUARY, 2008.

COUNCIL DECISION

Minute No. AEM004

Moved: Cr D Ausburn

Seconded: Cr J Parker

THAT COUNCIL CONFIRM THE MINUTES OF ANNUAL MEETING OF ELECTORS HELD ON TUESDAY, 19 FEBRUARY, 2008.

Carried Unanimously 8/0

4. PRESENTATION OF THE 2007-08 ANNUAL REPORT INCLUDING:

- 4.1 SHIRE PRESIDENT'S REPORT**
- 4.2 CHIEF EXECUTIVE OFFICER'S REPORT**
- 4.3 INDEPENDENT AUDIT REPORT**

COUNCIL DECISION

Minute No. AEM005

Moved: Cr J Moulden

Seconded: Cr J Parker

That Council accept the reports as presented.

Carried Unanimously 8/0

5. PUBLIC QUESTION TIME

Nil

6. MEETING CLOSURE

With all matters of business complete the Shire President declared the meeting closed at 7.39pm.

12.3. ENGINEERING & REGULATORY SERVICES

12.3.1 PROPOSED LIGHT VEHICLE REPLACEMENT POLICY (8659)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham-East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Alex Douglas, Executive Manager Engineering and Regulatory Services
REPORTING OFFICER:	Alex Douglas, Executive Manager Engineering and Regulatory Services
FILE NO:	66.41.07
ASSESSMENT NO:	N/A

PURPOSE

The purpose of this report is for Council to consider a draft policy setting out the methodology for the purchase and replacement of the light vehicle fleet.

BACKGROUND

Information was presented to the 7 April 2009 Briefing Session for discussion of the draft policy.

STATUTORY IMPLICATIONS

The Local Government Act 1995 and the Local Government (Functions and General) Regulations 1996 apply.

In considering the question of delegation of power to the CEO for the disposal of vehicles that are being replaced. A number of Sections and Regulations may apply.

Local Government (Functions and General) Regulations 1996: -

30. Dispositions of property to which section 3.58 of Act does not apply

- (3) A disposition of property other than land is an exempt disposition if —
- (a) its market value is less than \$20 000; or
 - (b) it is disposed of as part of the consideration for other property that the local government is acquiring for a consideration the total value of which is not more, or worth more, than \$50 000.

Local Government Act 1995: -

5.42. Delegation of some powers and duties to CEO

(1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

** Absolute majority required.*

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

5.43. Limits on delegations to CEO's

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (h) any power or duty that requires the approval of the Minister or the Governor; or
- (i) such other powers or duties as may be prescribed.

POLICY IMPLICATIONS

A new policy is proposed.

FINANCIAL IMPLICATIONS

The annual budget includes the allocation of funds for the replacement of the Shire's light vehicle fleet based on a scheduled replacement. The allocation of funds is for the estimated cost of the replacement vehicle and the estimated value of the vehicle to be replaced.

STRATEGIC IMPLICATIONS

Key Result Area 1 – Infrastructure includes the objective "to develop and maintain the Shire's infrastructure and assets to a high standard".

COMMUNITY CONSULTATION

No community consultation is considered relevant to the preparation of this report.

COMMENT

The draft policy sets out the framework and guidelines for the managed purchase and replacement of light vehicles.

At the Briefing Session there was discussion as to the possible delegation to the Chief Executive Officer for the disposal of the vehicles to be replaced as part of the policy development.

The relevant sections of the Local Government Act and Local Government (Functions and General) Regulations 1996 have been included in the Statutory Implications section of this report. If Council were to consider the delegation to the CEO it is proposed that the provisions of s5.43(d) of the Act is the most appropriate.

The rationale for using this Section is that it best fits the methodology used to frame the draft policy. That is the policy maintains the Council's involvement in budget setting and vehicle purchase or replacement as well as reporting requirements to Council at the same time as reducing the administrative workload in processing what are essentially operational matters.

The delegation of power to the CEO under s5.43(d) allows Council to set a pre-determined value of the property (vehicle) under which the CEO may accept tenders (where applicable). The disposal of vehicles exceeding the value are required to be referred to Council. Based on typical market value the proposed amount is \$45,000. That is the disposal of a vehicle with a depreciated value exceeding \$45,001 will require a report to Council. Any vehicle disposed of with a market value of \$20,000 to \$45,000 or less will be dealt with under delegation.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Absolute Majority (for delegation to CEO)

OFFICER'S RECOMMENDATION

That Council: -

- 1) delegate power to the Chief Executive Officer in accordance with s5.43(d) of the Local Government Act 1995 whereby the Chief Executive Officer is authorised to dispose of property (vehicles) by public tender or public auction up to and including a market value of \$45,000
- 2) adopt the Light Vehicle Purchase and Replacement Policy –

COUNCIL DECISION

Minute No. 8659

Moved:Cr K Wright

Seconded:Cr D Ausburn

That Council: -

- 1) delegate power to the Chief Executive Officer in accordance with s5.43(d) of the Local Government Act 1995 whereby the Chief Executive Officer is authorised to dispose of property (vehicles) by public tender or public auction up to and including a market value of \$45,000.***

- 2) adopt the Light Vehicle Purchase and Replacement Policy***

CARRIED UNANIMOUSLY: (8/0)

POLICY No:	E (to be assigned)
DIVISION:	Engineering
SUBJECT:	Light Vehicle Purchase and Replacement Policy
REPORTING OFFICER:	Executive Manager Engineering and Regulatory Services
ENABLING LEGISLATION:	Local Government Act 1995 Local Government (Functions and General) Regulations 1996

OBJECTIVE:

The objective of this policy is to set the framework for the replacement or purchase of vehicles that have been approved by Council as part of its annual budget process to achieve the operations of the organisation.

POLICY:

The Chief Executive Officer will approve the replacement or the purchase of light vehicles.

The Chief Executive Officer will require a summary of quotations sought and received together with a recommendation for purchase from the Executive Manager Engineering and Regulatory Services in accordance with the adopted replacement/purchase program for the relevant financial year based on the following guidelines: -

- a) the scheduled replacement of light vehicles is 70,000 kilometres or three (3) years whichever occurs first,
- b) replacement vehicles will be like-for-like unless specified within the adopted replacement/purchase program for the relevant financial year,
- c) the overall (net cost) budgeted amount for light vehicles each financial year is the key financial parameter for the approval of the replacement or purchase of light vehicles,
- d) three quotes will be sought from authorised motor vehicle dealers and the choice of supplier will be based on price (60%), vehicle availability (40%). A 5% pricing allowance will be deducted from the net purchase price of locally based (i.e. within the Shire of Wyndham East Kimberley) suppliers in calculating the price criteria.
- e) for the purposes of this Policy the delegation of power to the Chief Executive Officer for the disposal of property (vehicles) will be for a market value up to and including \$45,000 unless amended or withdrawn by Council as stated within the Delegations Manual.

- f) vehicles to be replaced may be disposed of by publicly invited tender, public auction or traded on the new vehicle. Where vehicles are offered for sale by auction, the reserve price will be determined by the Chief Executive Officer and guided by the Glass's Guide or Red Book valuation information.
- g) information on vehicles purchased in accordance with this Policy will be provided through the monthly Information Bulletin distributed with the Briefing Session papers and through the monthly Delegated Authority Report if applicable.
- h) where it is anticipated that the overall budgeted amount for the relevant financial year will be exceeded, a report will be presented to Council for consideration in respect of the anticipated over-expenditure.

CARRIED UNANIMOUSLY: (8/0)

12.3.2 REFUSE COLLECTION TENDER T09 - 2008/09 (8660)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Kununurra And Wyndham
AUTHOR:	Alex Douglas, Executive Manager Engineering and Regulatory Services
REPORTING OFFICER:	Alex Douglas, Executive Manager Engineering and Regulatory Services
FILE NO:	66.57.09
ASSESSMENT NO:	N/A

PURPOSE

To consider the submissions for the provision of domestic kerbside refuse collection for the Kununurra and Wyndham town sites.

BACKGROUND

Tenders were invited on 11 April 2009 with a closing date of 4:00 pm Thursday 7 May 2009.

A total of three sets of tender documents were issued, one company submitted two tenders, being a conforming and an alternate tender.

An addenda was issued to all potential tenderers correcting the nominated distance between Kununurra and Wyndham (the distance was corrected from 10 km to 100 km).

STATUTORY IMPLICATIONS

The tenders were prepared and advertised in accordance with the provisions of the Local Government Act 1995 and the Local Government (Functions and General) Regulations 1996.

POLICY IMPLICATIONS

No specific policy implications apply.

FINANCIAL IMPLICATIONS

Comparisons for the previous and new tenders are provided in the following table:

Item	Previous tender	Conforming tender	Alternate tender
Kununurra lift (excl GST)	\$2.40 each	\$2.80 each	\$2.60 each
Wyndham lift (excl GST)	\$2.40 each	\$3.00 each	\$2.70 each

NOTES:

- 1) The tendered amounts include tipping fees
- 2) The Alternate tender is based the contract not being split (that is, the tender being awarded for both Kununurra and Wyndham)

The tender document also provided for Day Works items such as additional collections, supply of new 240L bins, and repairs to bins.

The salient differences are outlined as follows:

Item	Previous tender (excl GST)	Conforming tender (excl GST)	Alternate tender (excl GST)
Empty additional bins	2.01	2.80	2.60
Supply of 240L bins	90.00	140.00	140.00
Repairs to 240L bin – Minor	20.00	80.00	30.00
Repairs to 240L bin – Major		110.00	140.00

NOTES:

- 1) The price to supply new 240L bins is quite high compared to the price for the Shire to purchase bins ex Darwin. The difference is approximately \$45 per bin. Allowing for transport, holding and handling costs it may prove beneficial to exclude this item from the contract. Dependent on severely damaged and new bins the extra cost could be in the range \$3,000 to \$4,500 per annum.

STRATEGIC IMPLICATIONS

Key Result Area 4 – Environment has the aim to “ensure that the Shire contributes to the unique environment in a sustainable and realistic manner”. It includes the objective the ‘waste management services meet legislative and sustainable objectives’.

COMMUNITY CONSULTATION

No community consultation has been sought in the preparation of this report.

COMMENT

The fact that only one company tendered is disappointing however was anticipated due to the costs associated with establishing new businesses in the Kimberley region.

The new tender is not based on a fixed price for the life of the 3 year with two year option. The prices as detailed above are for the 2009-10 financial year with a Perth based CPI adjustment for subsequent years.

In considering the total value of the contract per annum, staff consider that excising the 240L bin supply cost (\$140 per bin plus GST) from the contract would equate to savings less than 1% of the contract value. The proposal is to

assess the cost over the first year of the contract and to re-consider the issue in July 2010.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That the Alternate Tender as submitted by Waste Services Australia for Refuse Collection Services for the Kununurra and Wyndham town sites for the period 1 July 2009 to 30 June 2012 as per the tendered rates in the table below, which are subject to annual CPI increase, be accepted as the most advantageous to Council.

Item	Alternate tender (excl GST)
Kununurra lift	\$2.60 each
Wyndham lift	\$2.70 each
Empty additional bins	\$2.60 each
Supply of 240L bins	\$140.00 each
Repairs to 240L bin – Minor	\$30.00 each
Repairs to 240L bin – Major	\$140.00 each

COUNCIL DECISION

Minute No. 8660

Moved:Cr K Wright

Seconded:Cr D Ausburn

That the Alternate Tender as submitted by Waste Services Australia for Refuse Collection Services for the Kununurra and Wyndham town sites for the period 1 July 2009 to 30 June 2012 as per the tendered rates in the table below, which are subject to annual CPI increase, be accepted as the most advantageous to Council.

Item	Alternate tender (excl GST)
Kununurra lift	\$2.60 each
Wyndham lift	\$2.70 each
Empty additional bins	\$2.60 each
Supply of 240L bins	\$140.00 each
Repairs to 240L bin – Minor	\$30.00 each
Repairs to 240L bin – Major	\$140.00 each

CARRIED UNANIMOUSLY: (8/0)

12.3.3 NOMINATION OF COUNCIL REPRESENTATIVE FOR FORESHORE RESERVE 41812 ADVISORY COMMITTEE (8661)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Katya Tripp, Environmental Projects Officer
REPORTING OFFICER:	Alex Douglas, Executive Manager Engineering and Regulatory Services
FILE NO:	60.27.02
ASSESSMENT NO:	N/A

PURPOSE

To nominate a councillor for representation on the Foreshore Reserve 41812 Advisory Committee

BACKGROUND

The Foreshore Reserve 41812 Advisory Committee consists of two Department of Water staff, one Shire officer, and two Councillors. Last year the former Shire President Michelle Pucci and Cr Fred Mills were nominated as the Council representative and Presiding Member with Cr Di Ausburn as the deputy representative.

There is need for Council to elect a new representative to replace the former Shire President Michelle Pucci.

STATUTORY IMPLICATIONS

Reserve 41812 is jointly vested to the Department of Water and the Shire of Wyndham East Kimberley.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There are no financial implications associated with the Officer's recommendation.

STRATEGIC IMPLICATIONS

Governance - Key Result Area 5

Council has effective relationships with external organisations.

COMMUNITY CONSULTATION

No community consultation is considered relevant to the preparation of this report.

COMMENT

Due to the absences of leave and staff changes the committee has not met since August. The committee is to meet 3 times per year.

ATTACHMENTS

Attachment 1 - Foreshore Committee Terms of Reference

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That Council nominate Cr _____ as a representative on the Foreshore 41812 Advisory Committee.

COUNCIL DECISION

Minute No. 8661

Moved:Cr P Caley

Seconded:Cr J Moulden

That Council nominate Cr K Wright as a representative on the Foreshore 41812 Advisory Committee.

CARRIED UNANIMOUSLY: (8/0)

COUNCIL DECISION

Minute No: 8140

Moved: Cr D Ausburn

Seconded: Cr J Buchanan

That Council: -

- 1 *Adopt and recommend to the Department of Water the following Rules and Terms of Reference for the establishment of the Foreshore Reserve 41812 Advisory Committee: -*

RULES AND TERMS OF REFERENCE (March 2008)

1. *HEAD OF POWER*

This Committee is not constituted in accordance with Part 5 of the Local Government Act 1995.

However the as the purpose of the committee is to serve as a means of enhancing communication and decision making between the Co-Vestees in a non-binding manner the basis of operation of the Committee will be structured as if it were constituted in accordance with Part 5.

2. *NAME*

This Committee is to be known as the "Foreshore Reserve 41812 Advisory Committee".

3. *PURPOSE*

The Committee is invited to:

- *Promote ecologically sustainable management and development of the foreshore whilst ensuring continued public amenity, recreation, development in accordance with policy [ie Foreshore Plan] and access;*
- *Develop agreed approaches and assessment of proposed development and/or proposed changes in management activities;*
- *Review any current management activities of concern;*
- *Provide recommendations to Co-Vestees including elected members;*
- *Ensure agreed recommendations are communicated to proponents with consistency and expediency;*

- *Utilise the Lake Kununurra Foreshore Plan and Vegetation Management Plan to guide discussions and recommendations;*
- *Jointly monitor, discuss, evaluate and report on works conducted on foreshore reserve;*
- *Develop joint approaches to progressing the development and implementation of a Department of Environment and Conservation statutory Ramsar Management Plan for Lake KNX and Lily Creek Lagoon;*
- *Develop joint approaches and strategies to-ensure Co-Vestees take greater responsibility and contribute financially in management of the foreshore; and*
- *Promote community and stakeholder understanding and participation in management of the foreshore through media releases, meetings, displays etc.*

4. *MEMBERSHIP*

The Committee shall consist of up to five members including two Councillors and a Shire of Wyndham East Kimberley employee.

- (a) *Membership shall be by invitation by the Council and shall be for a period of 2 years or until the next ordinary election day, whichever occurs first.*
- (b) *Council will seek nominations from the Department of Water for the names of two employees of the Department for Committee members together with the name of a deputy member.*
- (c) *Council may appoint one Councillor to the Committee each year together with a Deputy member.*
- (d) *Retiring members are eligible for renomination.*

5. *MEETINGS*

- (a) *Ordinary meetings of the Committee shall be held at least three times in a financial year.*
- (b) *Meetings are usually held at Shire's Kununurra Council Chambers but the Committee may by resolution decide to hold a particular meeting at another place.*
- (c) *Meetings will usually commence at 4.00 pm unless otherwise resolved by the Committee.*
- (d) *Special meetings of the Committee may be convened by the*

- i. *Presiding member, or*
- ii. *Any three members of the Committee, or*
- iii. *Council,*
- iv. *by giving written notice to all members of the Committee not less than seven days before the meeting and advising of the matters to be discussed at the meeting.*

(e) *Administrative support for the Committee shall be provided by Council's Engineering and Development Services section.*

6. **PRESIDING MEMBER**

The members shall elect a Presiding Member and a Deputy Presiding Member in accordance with the Local Government Act 1995 (Part 5.12) from amongst themselves.

7. **QUORUM**

The quorum for meetings of the Committee shall be at least of one member of the Department of Water and the Shire of Wyndham East Kimberley together with the Presiding Member of the Committee.

8. **MEETING RULES**

a) *Meeting Procedure*

i. *Procedures for meetings shall follow ordinary standards and protocols except that in the event of a dispute, Council's Local-laws relating to Standing Orders shall apply.*

ii. *For the purposes of recording minutes, members are required to appoint a secretary from the membership. The appointment may be reviewed from time to time as the Committee deems appropriate.*

b) *Invitees*

The Presiding Member or the Committee, by resolution, may invite individuals or representatives from organisations to provide advice to the Committee on matters being considered by the Committee.

c) *Public Attendance*

As the Committee will not be confirmed the powers of Council in respect of delegated authority and therefore not have the power to make decisions on behalf of the Council, the meetings will not be open to members of the public.

d) *Minutes*

- i. Minutes shall be distributed to all members of the Committee.*
- ii. The minutes of the meeting shall be distributed to Elected Members for information.*
- iii. Recommendations requiring a Council decision will be referred to Council at the next practical meeting date.*
- iv. The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify the confirmation.*

2 nominate Shire President, Cr Michele Pucci and Cr F Mills as the Council representative and Presiding Member, and Councillor D Ausburn as the deputy representative.

12.4. DEVELOPMENT

12.4.1 DRAFT EVENTS APPLICATION PACKAGE LPP 4 (8662)

DATE:	19 May 2009
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Wyndham and Kununurra Townsites
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	43.02.01
ASSESSMENT NO:	N/A

PURPOSE

This report relates to the preparation of a draft Events Application Package / Local Planning Policy that details the requirements for the organisation and conduct of significant events with the Shire.

BACKGROUND

This draft Policy has been prepared in response to the number of community events that for the most part are generously organised by volunteers yet need to comply with specific legislative requirements. Therefore, in response to this the Policy seeks to:

1. Provide a 'one stop shop' type application that details the necessary requirements and guidance for an event to be approved and successfully organised;
2. Prompt the applicant/organisers to give due consideration to a range of requirements in consideration of nature and scale of the event;
3. Ensure the required information, based on the nature and scale of the event, is provided to allow the application to be processed in a timely and efficient manner;
4. Ensure any liability associated with the event is adequately addressed from the position of both the applicant/organisers and the Council.

STATUTORY IMPLICATIONS

The ability to prepare a Local Planning Policy is afforded to the Council under Clauses 12.6.1 of the Shire of Wyndham - East Kimberley Town Planning Scheme No.7 and Clause 3.3.2 a) of the Shire Town Planning Scheme No.6.

POLICY IMPLICATIONS

This policy will assist event organisers in submitting the required level of information to achieve necessary compliance and also benefit Shire Officers in the processing of applications for significant events.

FINANCIAL IMPLICATIONS

A cost in the order of \$300 - \$400 for publication of advertisements in the local newspaper will be incurred by Council. However, it is intended to include 4 – 5 development control policies within the one advertisement to minimise the costs associated with the Policy review.

STRATEGIC IMPLICATIONS

Nil

COMMUNITY CONSULTATION

In accordance with Clause 12.6.4 (a) of the Town Planning Scheme No.7 (for example) the Council is required to advertise the draft Policy at least once per week for two consecutive weeks in a local newspaper requesting for any submissions to be lodged within a period of no less than 21 days.

COMMENT

This policy largely applies to proposed private or public events that are deemed a change in land-use and therefore require planning consent pursuant to the Shire's respective Town Planning Schemes for both Wyndham and Kununurra. It is the underlying intent of the Policy is to:

1. inform and aid organisers of significant events in understanding the relevant statutory requirements that need to be met in holding a significant event; and
2. benefit Shire officers in processing applications in a timely and thorough manner through a level of consistency in the information provided.

ATTACHMENTS

Attachment 1 will be distributed as a separate document – draft Local Planning Policy 4 – Events Application Package.

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That Council –

- 1) resolve to adopt the draft Local Planning Policy 4 – Events Application Package as shown in Attachment 1 (with or without modification by Council) pursuant to Clause 3.3.2 a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No.6, and Clause 12.6.1 (a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No. 7.
- 2) proceed to publish a notice to this effect in the local newspaper pursuant to Clauses 3.3.2 a) and 12.6.4 (a) of the respective Schemes.

COUNCIL DECISION

Minute No. 8662

Moved:Cr P Caley

Seconded:Cr J Parker

That Council -

- 1) resolve to adopt the draft Local Planning Policy 4 - Events Application Package as shown in Attachment 1 (with or without modification by Council) pursuant to Clause 3.3.2 a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No.6, and Clause 12.6.1 (a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No. 7.***

- 2) proceed to publish a notice to this effect in the local newspaper pursuant to Clauses 3.3.2 a) and 12.6.4 (a) of the respective Schemes.***

CARRIED UNANIMOUSLY: (8/0)

Attachment 1

Shire of Wyndham – East Kimberley



Local Planning Policy 4 Events Application Package

May 2009

DISCLAIMER

This package details the requirements of the Shire of Wyndham – East Kimberley only. Additional information and/or approvals may be required from other agencies and Government organisations. It is the sole responsibility of the Applicant, not the Shire, to ensure all relevant information and approvals are obtained in relation to each particular event.

FEES AND CHARGES

A planning application fee in accordance with the Shire's current Schedule of Fees for a 'Change of Use' applies to an application for an event. Health fees also apply for consideration of an application in compliance with the Health (Public Building) Regulations 1992 and other related legislation.

Additional fees may apply should a building licence or other particular health licences be required.

OFFICE USE ONLY – NOTE APPLICATION CAN NOT BE PROCESSED UNTIL FEES ARE PAID IN FULL

Date Received	
Fees Paid -Planning	
Fees Paid - Health	
Receipt No	

Document No	
File	
Officer	
Licence Issued	

SHIRE OF WYNDHAM –EAST KIMBERLEY
TOWN PLANNING SCHEME No.6
AND TOWN PLANNING SCHEME No.7
APPLICATION FOR PLANNING CONSENT
AND
HEALTH (PUBLIC BUILDING) REGULATIONS 1992
APPLICATION FOR HEALTH APPROVAL

Events Application Form

This form is to be completed and submitted together with the other information outlined in this package. Please signify with *N/A* if a particular question or field does not apply to your event. You will be notified in writing when your event application has been processed. Applications must be submitted at least 8 weeks prior to your event.

Landowner's Details

Name:

Address:

..... Postcode:.....

Phone: (wk) (fax) (mobile)

Contact Person:

Signature/s: Date:

..... Date:

Organiser's Details

Name of event:

Applicant/organisation:

Contact person (if different from above):

Postal address:

Telephone (hm): (wk): (mb):

Email address:

Event Details

Date:

Actual set up date:

Actual event start date:

Actual event finish date:

Actual completion of clean up date:

Proposed venue details: (eg. name of reserve, building or public open space)
Shire venues or facilities can be reserved through the Kununurra leisure centre

.....
.....
.....

Event description: (eg. Sporting, commercial, entertainment and in addition please state whether the event is a one-off or proposed as an annual event)

.....
.....
.....

Entertainment: Brief details (number of stalls/products/entertainment-bands, amplified music/animals/activities/farm machinery/rides)

.....
.....
.....

Primary purpose of event: (eg. fundraiser for community group)

.....
.....

Will alcohol be available/consumed on site? (tick) For Sale BYO No Alcohol
Refer to Information Note No.7 of this package for guidance.

Will food be available? (tick) Yes No

*All food stalls require approval from Shire's Health Department.
Application form attached (appendix 1)*

Details of any tents, marquees, stages etc. to be used for the event:

.....
.....
.....

Details of any road closures or use of roads for the event: (Note: separate approvals required through police services)

.....

.....
.....
.....

Will the event have implications for local residents, (eg. Noise, traffic management, parking) and if so how is it proposed to manage these implications?

Noise

.....
.....

Traffic Management.....

.....
.....

Parking.....

.....
.....

How will crowds be managed during entry to and exit from the event? Consider procedures to control excessive queuing or crushing (gate control, pathways, exits)? Include considerations for persons with disabilities.

.....
.....
.....

Will security be needed/provided? If so provide details

.....
.....

Have you notified the following key stakeholders/emergency services personnel of the event?

- Police
- Ambulance
- First Aid
- FESA
- Hospital
- SES

Expected Attendance

Maximum number of people expected at any given time:

Anticipated total number for entire event:

Target audience: (eg. youth, adult, family etc.)

Have you ever conducted this event before and if so, when/where was it held?

.....
.....
.....

Have you determined whether a risk assessment needs to be done? (tick) Yes No

Do you require guidance with the preparation of a risk assessment? (tick) Yes No

Event Facilities

Power supply details:

.....
.....

All electrical equipment, switches and meters are to be protected from the public and a certificate of electrical compliance (Form 5, appendix 2) must be completed and lodged with the Shire prior to commencement of the event.

Water supply details:

.....
.....

Number of toilets available: Male: Closets:

Urinals (number or length):.....

Hand Wash Basins:

Female: Closets:

Hand Wash Basins:

Is there disabled access to toilet facilities?

Detail waste removal plans? (Number of bins, size of bins, site clean-up and surrounds)

.....
.....

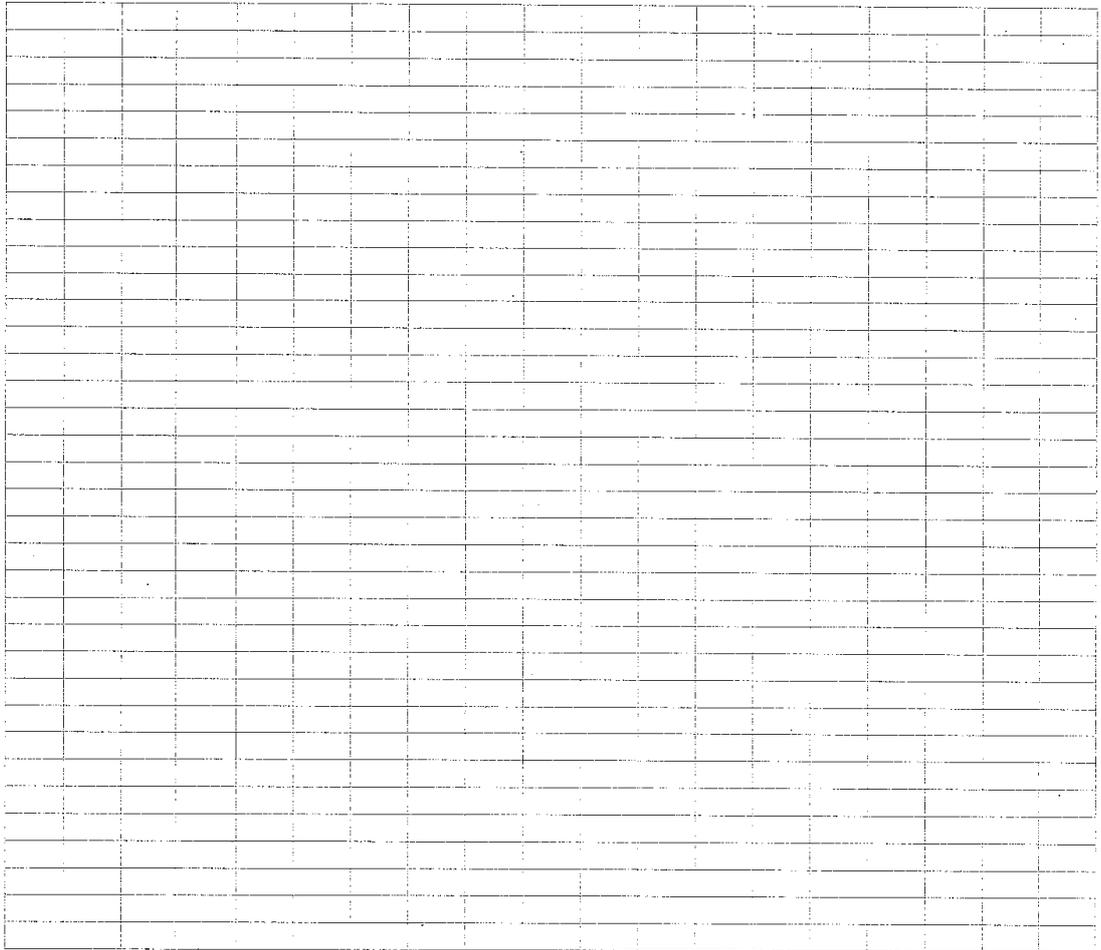
YOU MAY WISH TO ATTACH ANY OTHER RELEVANT INFORMATION TO ASSIST WITH THE APPROVAL PROCESS

SITE PLAN

A detailed layout of the event is to be included with your application. Please ensure the following is indicated on the map (if applicable). It is suggested that a copy of the finalised site plan be issued to police, fire services, state emergency service, and other relevant emergency services, First Aid and security personnel, and participants should the event be considered significant with a target audience of more than 500 persons .

Stage	Seating	Vehicle access points (include street names)
Food stalls	First aid post(s)	Location of marquees, tents etc.
Electricity cables	Emergency exits	Sale or consumption of alcohol areas
Parking areas	Fenced off areas	Location and number of additional toilet facilities
Site signage	Lighting	Any other facilities relevant to your event

North



ACKNOWLEDGEMENT

I, _____ as the event organiser applying for approval to host an event in the Shire of Wyndham – East Kimberley acknowledge that the information and completed actions in my application are true and correct. I accept full responsibility of the facility and/or reserve during the specified event period and will ensure compliance with the Shire of Wyndham - East Kimberley's conditions of approval.

I will indemnify the Shire of Wyndham - East Kimberley and all relevant landowners against any action, suit or proceeding caused by my failure to observe all statutory and other requirements or as a result of my negligence or wilful actions. I will ensure that appropriate liability and other insurances are in place for the activities to be conducted, with evidence in this regard to be presented to the Shire of Wyndham East - Kimberley prior to commencement of the event.

I understand and acknowledge the Event Application Package has been compiled according to a number of statutory requirements, and any forthcoming Planning Consent (including conditions of approval) are lawfully binding and can be enforced pursuant to the Shire of Wyndham - East Kimberley Town Planning Schemes No.6 and No.7, the *Planning and Development Act, 2005* and the Health (Public Building) Regulations 1992. Furthermore I understand there could be other requirements outside of this package and that, as the event organiser, I am responsible to meet.

Signature: _____ **Date:** _____

Print Name: _____

Important Notes:

- *You may not proceed with your event without written planning consent being issued by the Shire and all other statutory requirements have been satisfied. This may take between 3 to 4 weeks depending on the scale and size of your event.*
- *All conditions will be outlined in a formal notice of Planning Consent. It is your responsibility as the applicant/event organiser to adhere to the conditions of approval.*
- *Applications and approvals for an event are not transferable. Therefore the organiser cannot transfer Shire approval for an event to an alternative venue, date or time, without further consent being granted by the Shire.*
- *You must ensure the event adequately caters for the needs of people with disabilities.*
- *You may be required at the request of the Shire to attend a 'de-brief' of the event to discuss any associated issues and/or possible improvements to the ant future events.*

INFORMATION AND GUIDE FOR APPLICANTS

1. LOCATION OF EVENT

If you intend on holding your event on property owned or managed by the Shire of Wyndham - East Kimberley or any other government agency you are required to obtain that organisations consent prior to lodging an application. This includes the signing of the application for under 'Landowners Details' by the appropriate authorised person.

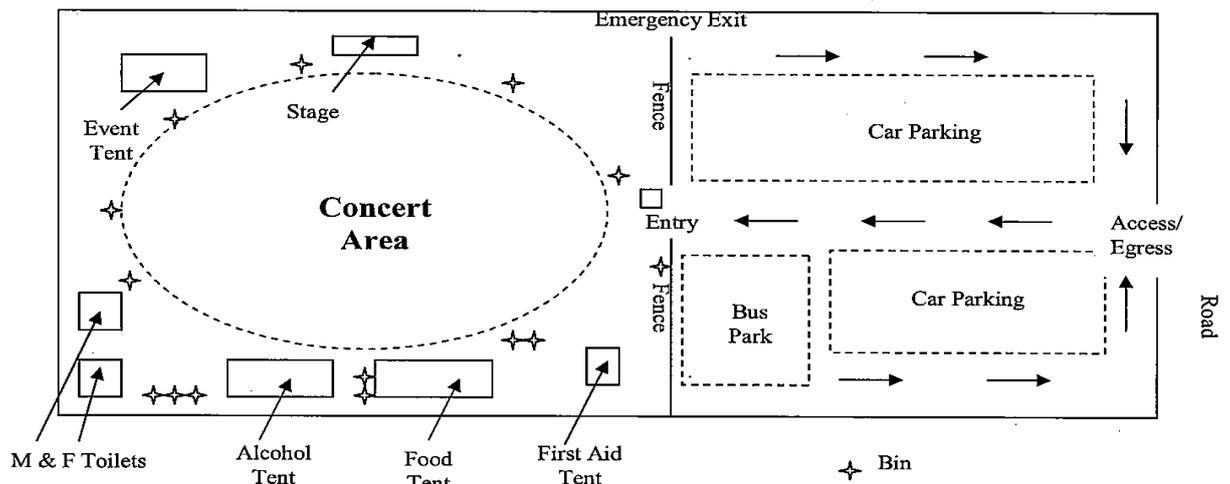
If event is to be held on privately owned land, you will be required to have land owner/s sign the application form.

2. SITE PLAN AND EVENT LAYOUT

A site plan with the layout of the event is to be provided with your application, which shall include location of:

- vehicular access
- onsite car parking and bus drop off areas
- barrier fencing
- stage and sound equipment (if applicable)
- stalls of any kind (food, craft, etc)
- competitor and spectator areas/seating
- liquor licensed area/s (if applicable)
- electrical supply
- first aid facilities/ambulance (if applicable)
- fire fighting vehicle (if applicable)
- structures and buildings (pavilions, sheds, tents, marquees, etc)
- toilet facilities (existing and additional)
- location of bins/waste facilities
- walkways
- external lighting (if applicable)
- emergency access and routes
- over night camping areas (if applicable)
- independent power supply/generators (if applicable)

The following diagram provides a typical example of the site plan required.



3. EVENT TIME FRAME AND EXPECTED ATTENDANCE

The event organiser is to provide the Shire of Wyndham - East Kimberley with dates and time/s the ground/reserve is to be used, including set up and clean up.

The Shire of Wyndham - East Kimberley is to be provided with the estimated number of patrons attending the event, which will be used to calculate toilet, waste and First Aid requirements.

Additionally, a Risk Management Plan may also be required should the event attract a large number of people. Further information on this matter can be obtained from http://www.riskcover.wa.gov.au/riskmanagement/riskcover_riskmanagement_faq.shtml.

4. ACCESS TO VENUE FOR SHIRE STAFF

Shire staff members are to be afforded access to the whole venue prior to and for the duration of the event. Authority cards can be made up for staff members that require access for compliance purposes only.

5. PUBLIC LIABILITY INSURANCE

The Shire of Wyndham - East Kimberley requires public liability insurance be provided for all events to a minimum value of \$5,000,000. This insurance is the responsibility of the event organiser with evidence of such cover to be submitted as part of the application.

6. LEGISLATIVE REQUIREMENTS

Application for the event must be lodged on the Form 1 – Application for Planning Consent and Health Approval contained in this package.

Under the Health (Public Building) Regulations 1992, outdoor events are considered public buildings. The following are requirements under the above regulations:

- toilet facilities relevant to the expected attendance
- disabled access (for both the event grounds in general and toilet facilities)
- evacuation plan and emergency lighting
- general lighting for evening and night events
- all electrical equipment, switches, meters are to be protected from the public and a certificate of electrical compliance (Form 5, appendix 2), must be completed and lodged with the Shire prior to commencement of the event.
- exit signs are to be provided
- fire equipment and adequate communications are to be supplied

Event organisers are to provide sufficient waste disposal facilities relevant to the expected attendance.

Any stalls or premises preparing and/or selling food is to comply with the Health (Food Hygiene) Regulations 1993. Applications to sell food at the event should be lodged with the Shire's Health Department at least 2 weeks prior to the event.

Under the Environmental Protection (Noise) Regulations 1997, noise levels are to comply with the levels set out in those regulations. If the Shire of Wyndham - East Kimberley deems it necessary to have an Environmental Health Officer present to monitor the noise levels of the event, the event organiser may be required to pay for these services. Any officer present to ensure compliance with the above noise regulations is not under the control of the organiser.

7. ALCOHOL AND LIQUOR LICENSING

Event organisers are required to apply for a liquor licence through the Department of Racing, Gaming and Liquor, if alcohol is to be sold at the event. If the liquor licence is approved, details of the licence are to be provided to the Shire of Wyndham East Kimberley at least 2 weeks prior to the event. A copy of the Liquor Licence is to be submitted to the Shire prior to the event and also displayed in the licenced area in full view of patrons.

8. PROVISION OF FIRST AID

The event organiser should provide First Aid facilities relevant to the size of the event.

9. EMERGENCY SERVICES

Event organisers must notify the Police and Fire & Emergency Services of the event and the event time frame. A contact number for the event organiser should be given to these organisations in case of emergency.

Access must also be available to emergency vehicles as required.

10. NOTIFICATION OF ROAD CLOSURES

The event organiser is to notify and seek approval from the Shires Engineering Department (and Main Roads if necessary) for any road closures for the event, prior to lodging an application with the Police. Please note partial road closures or suspension of the Traffic Act requires approval and these forms/approvals need to be sourced from Police, at least 6 weeks prior to the event to allow for separate processing.

Additionally, adequate time must be allocated to consultation with affected parties that may include local residents and business owners.

11. WATER & POWER

It is the responsibility of the event organiser to ensure a potable water supply (to public health drinking standards) is made available for patrons at the event. Event organisers may need to organise independent power supplies for Shire grounds.

12. FIREWORKS

Approval is required from the Department of Mines, the Police and the Shire of Wyndham - East Kimberley for the discharge fireworks at an event. Applications in this regard can be obtained from the Department of Mines.

If approved, the State Fire & Emergency Services are to be notified and appropriate fire fighting equipment is to be provided at the event.

13. PARKING

The event organiser is to ensure sufficient parking and manoeuvring area is available for the expected number of competitors and patrons at the event. This shall include provision for bus drop off and parking, if applicable. All parking areas shall be clearly defined and may require onsite parking attendants depending on the nature and patronage of the event.

14. FENCING

If the event is to be fenced off, or have areas within the event to be fenced (eg. licensed or competitor areas), the fencing is to be inspected by the Shires Building Department prior to the event.

15. CONSULTATION WITH OTHER GROUND USERS

Event organisers should ensure that all other ground users are contacted and informed of the event to ensure there is no conflict of use and/or parking. For applications to conduct events in public areas the Shire in issuing approval may not grant exclusive use of the ground or reserve.

16. CONSULTATION WITH COMMUNITY

All neighbouring landowners should be consulted to avoid any form of conflict. In this regard the Shire may seek comment from all or part of the community through the application process, which may incur an additional cost and reflect in the decision of the local government.

17. APPLICATION FEES

A planning application fee in accordance with the Shire's current Schedule of Fees for a 'Change of Use' applies to an application for an event. Health fees also apply for consideration of an application in compliance with the Health (Public Building) Regulations 1992 and other related legislation.

Additional fees may apply should a building licence or other particular health licences be required

18. RIGHT OF APPEAL

The applicant/owner has a right of appeal against the Council's decision, be it a refusal or any condition of approval, in accordance with the provisions of the *Planning and Development Act, 2005*. In this regard contact should be made with the State Administrative Tribunal on 9219 3111 or via website www.sat.justice.wa.gov.au to obtain the relevant time limitations, appeal process, appeal forms and respective fees.

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APPENDIX 1 - FOOD STALLS



**SHIRE OF WYNDHAM EAST KIMBERLEY
APPLICATION FOR A STALL HOLDER'S LICENCE**

HEALTH ACT 1911

This form and payment of application fees is NOT approval to conduct a stall. To ensure you receive approval, submit this form with the appropriate payment at least 7 days before you wish to conduct a stall.

Particulars of Applicant

Name _____

Postal Address _____ Post Code _____

Lot No. _____ Street No. _____ Street Name _____

Suburb _____

Phone _____ Fax _____

Email _____ Mobile _____

Particulars of Stall

Types of Goods or Services to be sold:
 NB: if food is being sold you must specify exactly what is contained in each food product _____

Address at which food will be prepared
 NB: if different from Residential address _____

Size of stall: _____

Method of Construction: _____

Place in which Stall to be set up _____

Date of operation: _____

Time of operation: _____

Main purpose of business (fundraising, charity, business)

Declaration

(Making a false statement may be an offence)

The applicant named above hereby applies for the issue of him/her of a Stall Holder's Licence in respect of the stall mentioned above. I declare that all details in this form are true and correct.

Signature of applicant/s _____ Date: _____

OFFICE USE ONLY – NOTE APPLICATION CAN NOT BE PROCESSED UNTIL FEES ARE PAID IN FULL

Date Received	
Fees Paid	
Receipt No	
General Ledger Account	
EHO Approved	

Document No	
Officer	
Response	
File	
Licence Issued	

PLEASE COMPLETE AND SUBMIT WITH FOOD STALL APPLICATION

Is a menu attached indicating the full range of foods to be provided?

- Yes No

Will any of the following foods be sold directly or used as ingredients at the stall?

- | | |
|---|---|
| <input type="checkbox"/> Milk/milk products | <input type="checkbox"/> Raw meat |
| <input type="checkbox"/> Poultry | <input type="checkbox"/> Ice cream |
| <input type="checkbox"/> Salads | <input type="checkbox"/> Shellfish |
| <input type="checkbox"/> Rice Dishes | <input type="checkbox"/> Fish/fish products |
| <input type="checkbox"/> Egg products (includes egg mayonnaise) | <input type="checkbox"/> Cooked meat |

Type of operation

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Stall | <input type="checkbox"/> Mobile Unit/van |
| <input type="checkbox"/> Marquee/tent | <input type="checkbox"/> Existing structure |

What facilities will be provided at the food stall

- | | |
|---|--|
| <input type="checkbox"/> Refrigeration | <input type="checkbox"/> Deep fryer |
| <input type="checkbox"/> Freezer | <input type="checkbox"/> Sink |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Hand wash basin |
| <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Other _____ |

Power supply

- | | |
|------------------------------------|--|
| <input type="checkbox"/> LPG | <input type="checkbox"/> Existing power source |
| <input type="checkbox"/> Generator | <input type="checkbox"/> No power needed |

Will the food be prepared on site or at another location i.e. home, commercial kitchen? Provide detail.

.....
.....

If food is prepared at another location, how will it be transported safely to the stall site?

.....
.....

How will waste generated by the stall be managed (bins on-site, taken away)?

.....
.....

APPENDIX 2 - CERTIFICATE OF ELECTRICAL COMPLIANCE

Form 5

To the Shire of Wyndham East Kimberley Date:

I hereby certify that the electric light and / or power installation, alteration, addition at the undermentioned premise/event has been carried out in accordance with the Health (Public Building) Regulations 1992.

Name of Event:

Address where electrical work was undertaken:

.....

Details of installation

.....
.....
.....
.....

Is there any work for which you are not responsible?

.....
.....

Signature of licensed electrical contractor or electrical worker authorised to sign on behalf of the electrical contractor/in-house installer.

Signature:

Contractors / In-house Electrical Installers Details

Name : Registration No.:

Business Name: Phone No.:

Address:

12.4.2 DRAFT SEA (SHIPPING) CONTAINER POLICY LPP 5 (8663)

DATE:	19 May 2009
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Wyndham and Kununurra Townsites
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	43.02.01
ASSESSMENT NO:	N/A

PURPOSE

This report relates to the preparation of a draft Local Planning Policy for Sea (Shipping) Containers that regulates the use of sea (Shipping) Containers for storage purposes within the townsites of Wyndham and Kununurra and surrounding agricultural areas.

BACKGROUND

In response to a complaint being received from a landowner over the placement and unsightly appearance of a sea (shipping) container on a neighbouring residential property in Kununurra, and broader recognition by Shire officers that a number of these structures are already located in front yards or to the side of some residential properties proving to be un-sightly and detrimental to the visual amenity of the area, a draft Local Planning Policy has been prepared to regulate the use of these structures.

STATUTORY IMPLICATIONS

The ability to prepare a Local Planning Policy is afforded to the Council under Clauses 12.6.1 of the Shire of Wyndham - East Kimberley Town Planning Scheme No.7 and Clause 3.3.2 a) of the Shire Town Planning Scheme No.6.

POLICY IMPLICATIONS

This policy will assist the general public in understanding the Council's position on the use of Sea Containers in and around the townsites of Wyndham and Kununurra, as well as benefit Shire Officers in issuing approvals and determining where compliance is applied across all zones.

FINANCIAL IMPLICATIONS

A cost in the order of \$300 - \$400 for publication of advertisements in the local newspaper will be incurred by Council. However, it is intended to include 4 – 5 development control (Local Planning) Policies within the one advertisement to minimise the costs associated with the Policy review.

STRATEGIC IMPLICATIONS

Nil

COMMUNITY CONSULTATION

In accordance with Clause 12.6.4 (a) of the Town Planning Scheme No.7 (for example) the Council is required to advertise the draft Policy at least once per week for two consecutive weeks in a local newspaper requesting submissions be lodged within a period on no less than 21 days.

COMMENT

In general sea containers are often used to form a practical and cost effective storage solution in industrial and agricultural areas, and on construction sites. However, more recently some residential landowners have proceeded to use sea containers in lieu of building a shed for domestic storage purposes due to their cost effectiveness. This can present amenity problems, particularly in residential areas where access to rear yard areas, in order to place a sea container can be difficult, and in many instances unachievable. Accordingly, this usually results in these structures being placed in the front or side yard areas to the detriment of the streetscape and conflicting with the neighbourhood amenity.

As a result many local governments have prepared a local planning policy that regulates the use of sea containers in specific land use zones in order to preserve the local amenity and yet still allow for the practical application of these structures.

To this end the draft Policy basically prescribes that a sea container;

- may be used on construction sites for up to 6 months, subject to approval with possible extension if required;
- may be placed in rear yards of residential properties subject to approval and adequate screening measures being implemented;
- can be freely used in agricultural and industrial zones without approval, although they are, where possible, to be sited to the side or rear of a building and may require a building application to be lodged detailing footing and tie down specifications should the container remain for a period longer 12 months.

ATTACHMENTS

Attachment 1 – draft Local Planning Policy 5 – Sea (Shipping) Containers.

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That Council –

- 1) resolve to adopt the draft Local Planning Policy 5 – Sea (Shipping) Containers as shown in Attachment 1 (with or without modification by Council) pursuant to Clause 3.3.2 a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No.6, and Clause 12.6.1 (a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No. 7.

- 2) proceed to publish a notice to this effect in the local newspaper pursuant to Clauses 3.3.2 a) and 12.6.4 (a) of the respective Schemes.

COUNCIL DECISION

Minute No. 8663

Moved:Cr P Caley

Seconded:Cr J Moulden

That Council -

- 1) ***resolve to adopt the draft Local Planning Policy 5 - Sea (Shipping) Containers as shown in Attachment 1 (with or without modification by Council) pursuant to Clause 3.3.2 a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No.6, and Clause 12.6.1 (a) of the Shire of Wyndham - East Kimberley Town Planning Scheme No. 7.***
- 2) ***proceed to publish a notice to this effect in the local newspaper pursuant to Clauses 3.3.2 a) and 12.6.4 (a) of the respective Schemes.***

CARRIED UNANIMOUSLY: (8/0)

Attachment 1

POLICY NO:	LP5
DIVISION:	Development Services
SUBJECT:	Sea (Shipping) Containers
REPORTING OFFICER:	Executive Manager of Development
ENABLING LEGISLATION:	Town Planning Scheme No 7 - Kununurra & Environs

OBJECTIVE:

This policy is intended to:

- Ensure an acceptable quality of development is achieved that does not detrimentally affect the amenity and streetscape of a locality.
- Establish clear guidelines for the assessment of proposals to place sea (shipping) containers or other similar re-locatable storage units on land within the Shire.

POLICY:

1.0 Introduction

Sea containers are a class of development that can have an adverse effect on the visual amenity of an area. Therefore, as a general rule, the Shire of Wyndham – East Kimberley carries a presumption against the use of sea containers being highly visible in urban areas other than for storage of materials and equipment associated with a construction site, limited to a period of six (6) months.

To meet acceptable amenity standards in a particular locality it is necessary that conditions be imposed on any approval granted for the use of a sea container.

2.0 Policy Statements

- 2.1 For the purpose of this policy a sea container shall also include a re-locatable 'box type' storage container or unit. A sea container modified for the purpose of human habitation is not addressed in this Policy and further may be subject to detailed consideration by the local government based on merit.
- 2.2 The placement of a sea container on land in all zones, other than an industrial, agricultural or rural zone, shall:
 - a) be the subject of an application for planning consent, as a sea container is considered incidental 'development' under the Shire of Wyndham – East Kimberley Town Planning Scheme/s;

- b) be placed in the rear yard of a property and painted in a colour that compliments the existing residential development on the lot or is adequately screened through the application of landscape screening or other measures acceptable to the local government;
 - c) be limited to a maximum of six (6) months only where the structure is being in full or partial view of the street and used for the temporary storage of materials, plant, machinery and equipment associated with a construction site, and building licence has been issued and remains current;
 - d) not exceed the maximum dimensions of 6.0m in length, 2.4m in width, and 2.6m in height.
- 2.3 The local government will only support the use of sea containers in the Wyndham and Kununurra Airport precincts where they are located within an existing shed or hanger building, other than as described in Statement 2.2 b) of this Policy.
- 2.4 In order for a planning approval to be issued, an application must detail (at a minimum) the sea container will:
- a) not result in a detrimental impact on the amenity of the land or any adjoining land or development;
 - b) not impinge on any boundary setbacks, as required by the Town Planning Scheme or be located in front of the building line or be visually prominent from any public road other than during a period of construction;
 - c) not compromise any associated approved development or use by:
 - impinging on any car parking bays required to satisfy the minimum car parking requirement for the associated approved development or use;
 - being located within an existing service yard or bin storage area;
 - obstructing any existing access or visual truncation provided to an access-way (pedestrian or traffic);
 - d) be in good repair with no highly visible rust marks;
 - e) be uniform in colour to complement the building site to which it is ancillary or surrounding natural landscape features;
 - f) be appropriately screened where considered necessary by the local government in order to meet 2.3 a) above, and the objectives of this policy.
- 2.5 The placement of a sea container on land in an industrial, agricultural or rural zone is exempt from planning consent. However, sea containers in these zones are to be located behind the prescribed front boundary setback for the property, and where practicable, be placed to the side or rear of an existing building.
- 2.6 A sea container intended to be used for permanent storage greater than six (6) months will require an application for a building

licence to be lodged and approved by the local government. In particular the application is to provide engineered footing and tie down details.

- 2.7 The placement of a sea container in non-conformity with this policy will result in enforcement action be taken by the local government, that could involve removal and impoundment of the sea container at the cost to the land owner.

ADOPTED:

REVIEWED:

AMENDED:

12.4.3 PROPOSED RECONSTRUCTION OF FARAWAY DOWNS (8664)

DATE:	19 May 2009
PROPONENT:	MG Corporation in partnership with Tourism WA
LOCATION:	Reserve 422441 Ironwood Drive and Weaber Plains Road Kununurra
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	66.13.06
ASSESSMENT NO:	N/A

PURPOSE

To determine the level of 'in-principal' support for a major tourist attraction centred around the concept to reconstruct the homestead 'Far Away Downs' (from the movie 'Australia') on a portion of Reserve 422441 which is currently vested in the Shire, and agree to re-assign the land tenure for this portion of the Reserve to the proponent.

BACKGROUND

The Council is in receipt of a submission from the Miriuwung Gajerrong (MG) Corporation detailing a proposal to re-construct the Far Away Downs Homestead from the 'Australia' movie on Crown Reserve 422441 at the corner of Ironwood Drive and Weaber Plains Road (Kelly's Knob Reserve), which is currently vested in the Shire for the expressed purpose of 'Landscape Protection and Recreation'.

For reference purposes Figure 1 provides an understanding of the location of Reserve 422441, while Figure 2 demonstrates the proposed division of the reserve.



Figure 1 – Location Plan

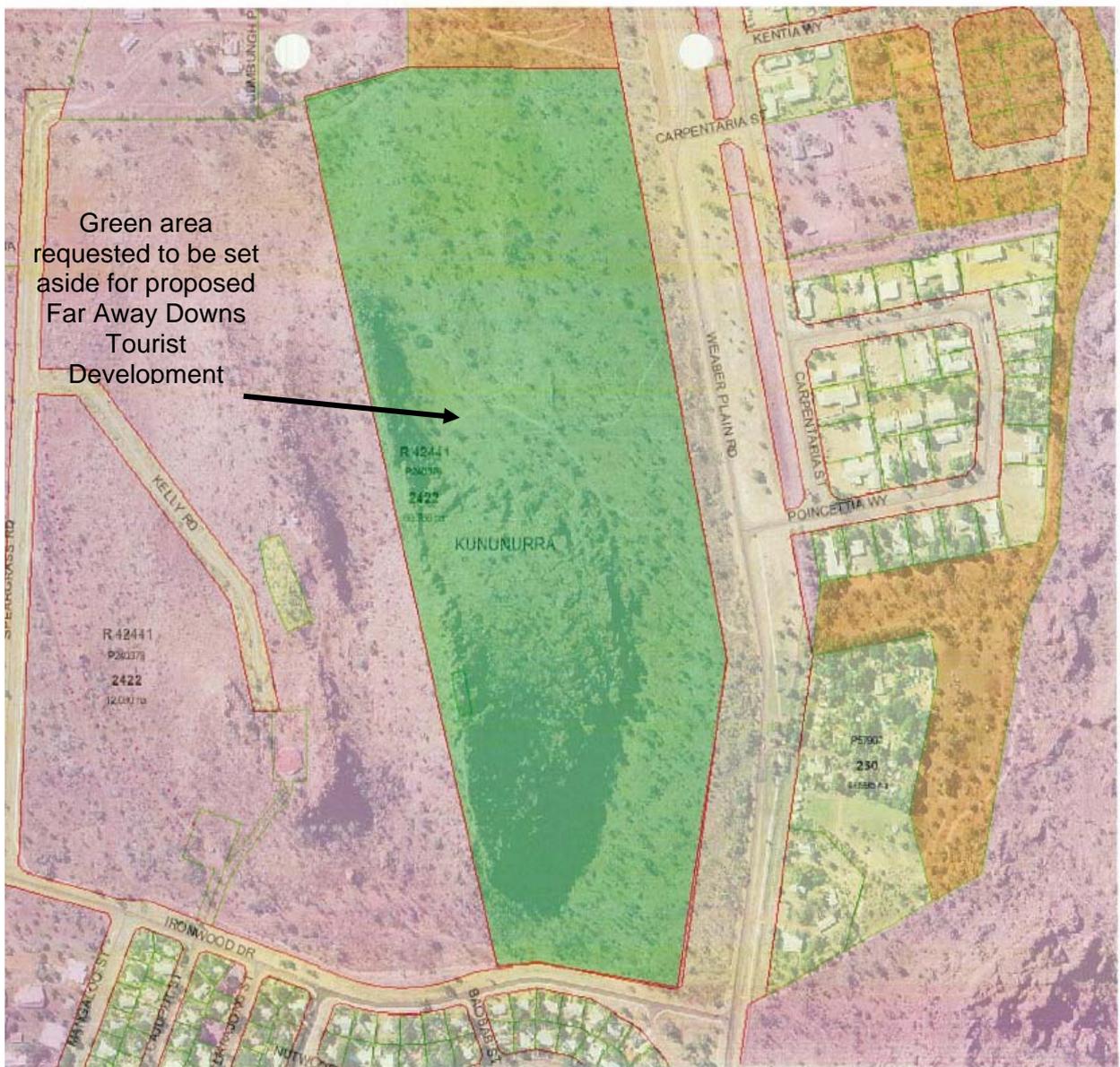


Figure 2 – Proposed Excision of Crown Land from Reserve 422441

In summary the proposal seeks to establish a significant tourist attraction that will be developed in partnership between MG Corporation and Tourism WA that entails:

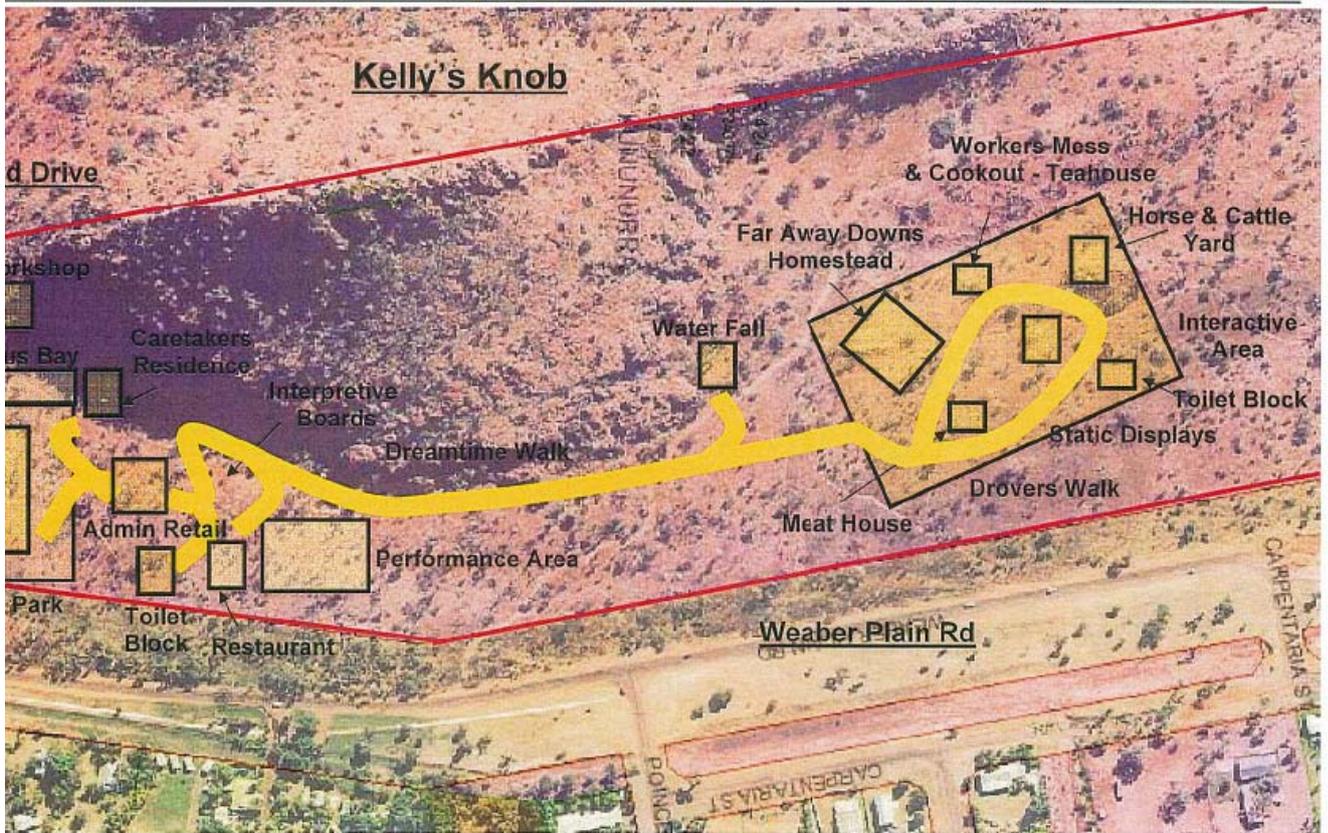
- ❖ The excision of 40 hectares of land from reserve 422441 to be set aside as a separate reserve with a purpose of Tourism, Cultural Activity and Recreation held by the Council or the Crown;
- ❖ The lease of this land to MG Corporation for a period of 25 years with a further 25 year option;
- ❖ The provision of vehicle access off Ironwood Drive to a designated car parking area;
- ❖ An administration building with retail outlet, public amenity building, workshop, restaurant/café, performance area, and 'dreamtime' walk trail

to water fall and replica homestead with interpretive signage, all located at the eastern end of the development;

- ❖ The Far Away Homestead building, meat house, worker's mess and cookout, horse and cattle yards, interpretive area and static displays, amenities building, all linked with a drovers walk.

Figure 3 provides a graphical layout of the proposed concept.

Away Downs Homestead - Last Frontier Experience



Concept Site Map

Figure 3 – Concept Layout – 'Far Away Downs' Tourist Development

STATUTORY IMPLICATIONS

Land Tenure

Reserve 422441 is vested with the Shire under a designated Management Order with a purpose of 'Landscape Protection and Recreation' pursuant to the *Land Administration Act, 1997*.

In supporting this development consideration needs to be given to land tenure which could include a request to the Minister for Lands seeking to:

1. Change the purpose and grant the power to lease over the required portion of the Reserve under control and management of the Council; or
2. Approve an excision of the requested area from Reserve 422441 to be set aside a new reserve leased by the State Government to MG Corporation and/or Tourism WA without any further involvement by the Council.

Development Approval

The Council is able to determine the proposed development under clause 2.2.1 of Town Planning Scheme No.7 – Kununurra and Environs providing consideration is given to the ultimate purpose of the Reserve. In this regard the Council can seek to amend the purpose of the Reserve to accommodate this development.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The proposed development is broadly supported by Section 6.5 – Tourism and Recreation in the Council's Local Planning Strategy which states:

Objective

To facilitate the growth and development of tourism and tourism-related opportunities within the population centres and throughout SWEK.

COMMUNITY CONSULTATION

It is suggested that community consultation be undertaken pursuant to clause 11.2.2 of the Scheme at the time of receiving a formal development application with the proposal being advertised in the local newspaper for 2 consecutive weeks and for a period of 21 days.

COMMENT

Whilst formal planning consent is not warranted at this stage, 'in-principal' support/approval for the concept is required together with formal endorsement from the Council to amend the boundaries and change the tenure for the requested portion of Reserve 422441, thus paving the way forward for this proposal to proceed.

Clearly, the proposal has merit given;

- ❖ it is strategically located adjacent to an established local tourist icon in Kelly's Knob;
- ❖ will likely provide significant benefit to local tourism and commerce; and
- ❖ is close to established infrastructure and services.

On this basis, notwithstanding the need for more detailed information to be provided to obtain formal approval/s, it is viewed that the Council should express its 'in-principle' support for the concept and agree to excise the requested 40 hectares from Reserve 422441 and divest its interest in this area of land, subject to:

1. Any costs associated with the excision/subdivision process being met by the proponent;
2. The proposed new boundary not interfering with the existing communication equipment located in top of Kelly's Knob
3. The proponent submitting a formal application for planning consent inclusive of detailed information that adequately addresses access, parking, drainage, servicing, building design and aesthetics, vegetation retention, fencing, signage, waste disposal, security, etc.

ATTACHMENTS

Attachment 1 – Written Submission from MG Corporation.

VOTING REQUIREMENT

Simple majority.

OFFICER'S RECOMMENDATION

That the Council –

1. resolve to advise MG Corporation that it offers 'in-principal' support for the proposed tourism development that includes the reconstruction of the 'Far Away Downs' replica homestead with associated outbuildings, administration building, retail shop, and restaurant/café on portion of Reserve 422441 Weaber Plains Road and Ironwood Road Kununurra;
2. is prepared to support the excision of the requested 40 hectares from Reserve 422441 and divest its interest in this area providing that all costs associated with the excision/subdivision process are met by the

proponent and the proposed new boundary does not interfere with the existing communication equipment located in top of Kelly's Knob;

3. is required to submit a formal application for planning consent for the overall development that adequately addresses the provision and standards of access, parking, bus turnaround, drainage, servicing, building design and aesthetics, vegetation retention, fencing, signage, waste disposal, security, servicing and expected hours of operation.

COUNCIL DECISION

Minute No. 8664

Moved:Cr K Wright

Seconded:Cr R Boshammer

That the Council -

1. ***resolve to advise MG Corporation that it offers 'in-principal' support for the proposed tourism development that includes the reconstruction of the 'Far Away Downs' replica homestead with associated outbuildings, administration building, retail shop, and restaurant/café on portion of Reserve 422441 Weaber Plains Road and Ironwood Road Kununurra;***
2. ***is prepared to support the excision of the requested 40 hectares from Reserve 422441 and divest its interest in this area providing that all costs associated with the excision/subdivision process are met by the proponent and the proposed new boundary does not interfere with the existing communication equipment located in top of Kelly's Knob;***
3. ***is required to submit a formal application for planning consent for the overall development that adequately addresses the provision and standards of access, parking, bus turnaround, drainage, servicing, building design and aesthetics, vegetation retention, fencing, signage, waste disposal, security, servicing and expected hours of operation.***

CARRIED: (5/3)

For: Crs Mills, Addis, Boshammer, Ausburn and Moulden

Against: Cr Wright, Parker and Caley

Attachment 1

4213.02

"Fix the past
Move to the future"



Yawoorroong Miriuwung Gajerrong Yirrgel
Noong Dawang Aboriginal Corporation
(MG Corp) ABN 79 270 210 553

Office: (08) 9169 2590
Fax: (08) 9169 2509

PO Box 2110, Kununurra WA 6743
reception@yawoorroongmgcorp.com.au
www.yawoorroongmgcorp.com.au

Wednesday, 18 March 2009

Mr Peter Stubbs
Chief Executive Officer
Shire of Wyndham East Kimberley

Re: Far Away Downs Homestead – Last Frontier Experience

Dear Peter,

MG Corporation seeks the support the Shire of Wyndham East Kimberley through provision of land access and management.

An opportunity has been present to MG Corporation to establish a large scale tourism venture within the township of Kununurra. The opportunity was first presented by Fox Studios and Bazmark (Baz Luhrmann) producers of the movie "Australia" in August 2008 who made contact with senior management of Tourism Western Australia and indicated that they would like to gift the 'Faraway Downs' Homestead, featured as Lady Sarah Ashley's (Nicole Kidman) residence in the movie, to the community of Kununurra. The homestead featured very predominantly throughout the movie and was the subject of several of the films iconic scenes. The gifting of the Homestead presents a significant long term benefit to the Kununurra community and to the local tourism industry. The basic concept was the relocation of the film set infrastructure to Kununurra to establish a themed tourism facility and film set museum. Tourism Western Australia has since worked in partnership with MG Corporation to develop the proposed product to ensure its commercial viability and sustainability.

In September 2008 a consultant was engaged to conduct a study on the proposed project. The feasibility study within this report has identified a case for establishing a product of this type within Kununurra. The proposed product would provide a much needed tourism attraction in Kununurra and extension to the tourism sector within the region. Analysis of visitor data relating to the region suggests that a product of this type could generate the demand required to ensure a commercially viable product.

The proposed project presents an exceptional opportunity for Indigenous engagement. The MG Corporation has been identified as the organisation with the capacity to maximise the outcomes for Indigenous people. This will also provide more jobs and potential profits to Indigenous Australians.

The proposed project also provides an opportunity for substantial economic development for the community of Kununurra through employment and economic cycles it would generate. The estimated costs of the project are currently in excess of \$2.5 million. The estimated turnover of the venture is in excess of \$1 million.

A range of project funding opportunities have been identified, applications are currently being prepared. A critical component of any proposed funding application is land tenure and site access. The suggested structure of land tenure and site use and access proposed later in this document is believed at this stage to satisfy the various criteria across the identified funding bodies.

The stage one study included the selection of a site within which to create the facility together with the structure of the product and its delivery. (Copy of this report is attached)

The site selection process assessed and evaluated a range of sites for the proposed facility. The sites were very diverse with each having their own individual strengths and weaknesses. The assessment of these sites was conducted in a multi faceted manner seeking to identify a site that provided for artistic integrity sought by Bazmark and the producers of the movie "Australia" whilst also providing a platform for the delivery of a commercially viable product and maximising the outcomes for and engagement of the community of Kununurra. The preferred site was identified as "Kelly's Knob" a reserve on the fringe of the town of Kununurra. This site presents as a stereotypical representation of the Kimberley region. The sites close proximity to the centre of Kununurra also provides it with high levels of accessibility both in the wet and dry seasons. The town of Kununurra currently does not have a tourism attraction of this standard; all of the major tourism attractions of this region are located outside of the township of Kununurra. During the initial consultation process officers of the Shire provided our consultant with a Landgate Reserve Enquiry Report (copy of this report is attached).

Doc No.	065771
Date	24 APR 2009
Officer	CEO IMPROVED TPO
Response	
File	43 04 35
Cross Ref.	66-13-06

Summary of Site Details:

Reserve No: 422441 Land Area: 73.4 ha
LGA: Shire of Wyndham East Kimberley
Purpose: Landscape Protection and Recreation
Management Order: Shire of Wyndham East Kimberley
Land Use: Recreation

MG Corporation seeks the support of the Shire of Wyndham East Kimberly through the following:

- Rezoning or reclassification of use over the site to include Tourism and Cultural activities
- Separation of the selected component of the current full site 73.4ha to create a 40ha site
- Making available to MG Corporation a lease of the site (indicative 25 x 25 years)
- Awarding of a plan of management or management order to MG Corporation relating to the selected site

(The above can be conditional of the project proceeding, funding approval etc)

Requested zoning and use:

Reserve No: 422441 Land Area: 40 ha (Approx)
LGA: Shire of Wyndham East Kimberley
Purpose: Landscape Protection, Recreation / Tourism / Cultural Activity
Management Order: MG Corporation
Land Use: Tourism / Cultural Activity / Recreation
Tenure: Special Purpose Lease Hold
Term: 25 years with a 25 year option

The MG Corporation makes it self available to the officers and elected representative of the Shire to discuss this matter in full and to discuss and or negotiate any alternative options, inclusions and conditions the Shire might require.

We are currently developing a business planning for the proposed venture; this process has identified land tenure and site use and access agreements as a very high priority requiring immediate action.

I thank you for your co-operation and support within this project to date a look forward to working together to deliver this project to the Kununurra community.

Yours faithfully



David Saunders
CEO MG Corporation

Far Away Downs Homestead - Last Frontier Exper



NICOLE KIDMAN & HUGH JACKMAN
AUSTRALIA
A BAZ LUHRMANN FILM

12.4.4 PROPOSED WORK CAMP ON LOT 3002 WEERO ROAD (8665)

DATE:	19 May 2009
PROPONENT:	BC Costal Contractors
LOCATION:	Lot 3002 Weero Road (Valentine Falls Estate)
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	01.2462.02
ASSESSMENT NO:	A2462

PURPOSE

To determine the level of support for transient accommodation (12 person camp) to be erected on Lot 3002 to serve construction works for the approved 'Valentine Falls' Rural Living subdivision.

BACKGROUND

The Council is in receipt of a request from the main earth moving contractor for the 'Valentine Falls' subdivision (Lot 20 & 21) seeking the Council's in-principal support for 10-12 person transient accommodation camp to be sited on the neighbouring property (Lot 3002).

A plan showing the approximate location of the proposed camp is provided as Figure 1.

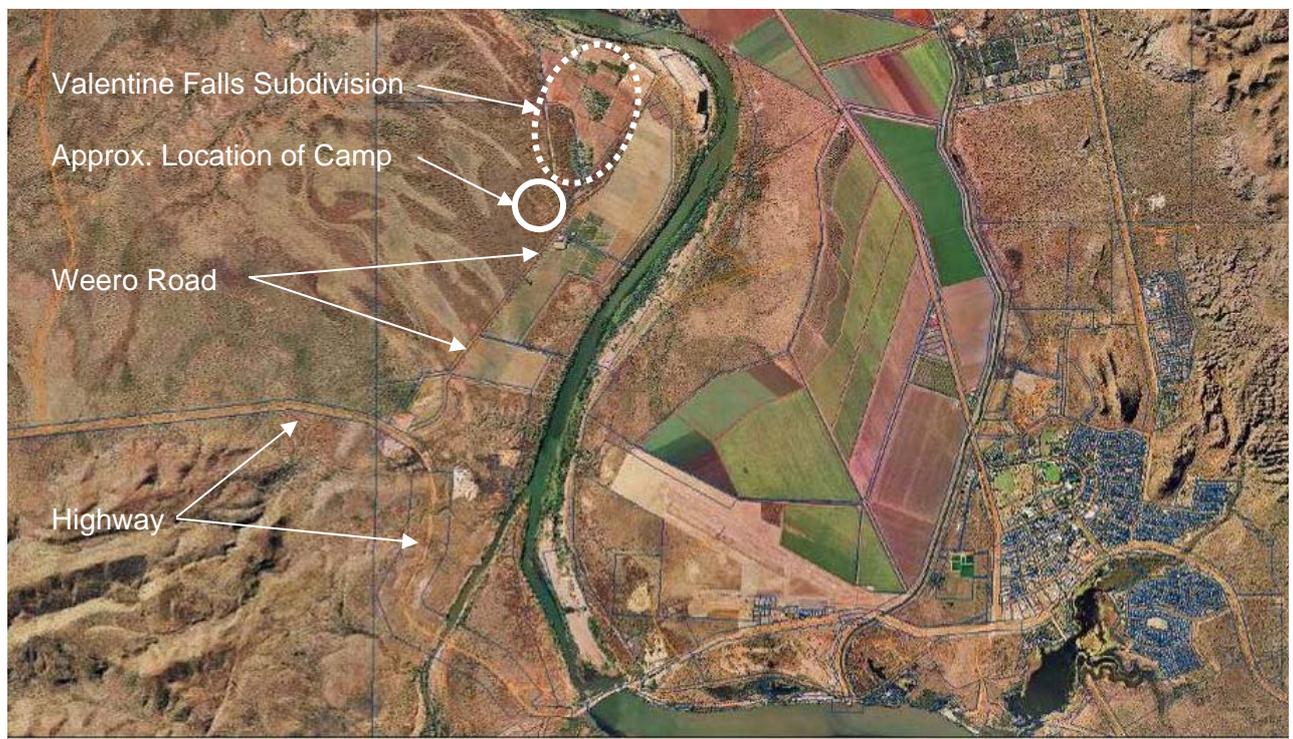


Figure 1 - Location Plan

The proposed camp is to consist of:

- 1 x mobile kitchen unit (supplied by BC Coastal)
- 2 x mobile sleeping units (supplied by Guerinoni and Son)
- 1 x mobile sleeping unit (supplied by BC Coastal)
- 1 x 4 pedestal ablution block (supplied by Guerinoni and Son)
- 1 x Office unit with ablution (supplied by Guerinoni and Son)
- 1 x Septic tank and leach drain system (supplied by BC Coastal)
- 1 x Tank to supply 10kl Potable water (supplied by BC Coastal)

The request states that the temporary camp is required for the period commencing late May 2009 to mid November 2009. The reasons given for establishing a camp on the neighbouring property are:

- Limited affordable accommodation in Kununurra – the request states the proponent has.....*“approached Kona Village Caravan Park on 2 occasions, 1 for cabin accommodation and 2nd for park accommodation for my mobile camp, with no avail. Kimberleyland is fully booked for this period. I have also approached Kimberley croc backpackers whom can possibly make arrangements for 2 rooms and Hotel Kununurra for a possible 3 rooms. This still leaves the inconvenience of somehow getting these borders meals at a reasonable cost to ourselves”*
- Additional costs to house workers in Kununurra - the request states*“As we have not as yet finalised a firm contract price we are looking down the barrel of passing additional costs onto the developer if we are forced to be based in town. Additional cost would also be Daily travel for employees and vehicle running costs. All these costs could then mean passing them onto potential purchasers and having a negative impact on the viability of the project.”*
- The need for appropriate security onsite – the request states.....*“During the course of the project we will have in the vicinity of \$3M worth of plant onsite along with approximately \$10k Fuel and approximately \$2.5M of materials. This is of Great concern without security onsite as Vandalism and theft is getting more serious day by day in the Kimberleys and it is not practical to move plant or material in and out of Kununurra town.”*

A copy of the request from BC Contracting is provided as **Attachment 1**.

An email response to the initial phone enquiry from the Executive Manager for Town Planning and Economic Development is included as **Attachment 2**.

STATUTORY IMPLICATIONS

Application for Planning Approval

This request does not constitute a formal application for planning consent as an application form, fee and required plans have not been submitted.

However, the Council may:

- consider the merits of this proposal with the view to offering advice and
- delegate authority to the CEO or another officer pursuant to clause 12.7.1 of the Shire of Wyndham East Kimberley Town Planning Scheme No.7 - Kununurra and Environs to issue planning approval upon receipt of an application and based the Council position in relation to this request.

Transient Accommodation

With the current zoning for Lot 21 being 'Rural Living' zone, transient accommodation is listed in Zoning Table 1 of Town Planning Scheme No.7 as an 'X' use, that is use that is 'not permitted'.

However, with the neighbouring Lot 3002 is zoned 'Rural Agriculture 1', transient accommodation is listed as an 'AA' use in Zoning Table 1 of Town Planning Scheme No.7 and therefore can be approved at the Council's discretion.

Additionally, Town Planning Scheme No.7 states:

5.21.2 Transient Accommodation

- (a) that an occupant is directly employed in the business or activity carried out on the lot;*
- (b) that such occupation is of a seasonal nature only relative to the agricultural use of the land and shall not be used for either permanent or short stay residential use;*
- (c) that such accommodation does not consist of caravans, mobile homes, or transportable buildings unless such transportable buildings are permanently affixed to the site by footings as required by Council;*
- (d) such accommodation principally consists of bedrooms and communal ablutions and activity areas.*

Notably, Clause 5.21.2(b) states in part "*that such occupation is of a seasonal nature only relative to the agricultural use of the land.*" Whilst this is so, Clause 5.5.1 of the Scheme affords the Council the power to relax this provision and allow a transient accommodation camp for road construction/subdivision purposes.

POLICY IMPLICATIONS

A draft Local Planning Policy for Transient Accommodation is presently being prepared by Urbis Planning Consultants, but is yet to be presented to the Council for consideration and endorsement.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The draft Local Planning Policy for Transient Accommodation is intended to provide a strategic approach for applications for transient accommodation. In relation to this request refer to Comment Section below.

COMMUNITY CONSULTATION

At a minimum consultation with neighbouring landowners should be conducted pursuant to clause 11.2.2 of the Scheme at the time of receiving a formal development application, although it is not anticipated a small camp in this location would present any conflict or amenity issues.

COMMENT

There are a number of considerations in relation to this request detailed as follows:

Planning Consideration

As outlined in the Statutory Section of this report the proposal to establish a small camp (transient accommodation) facility on Lot 3002 can be approved at the Council's discretion.

Therefore, should the Council support this request and promote the lodgement of a formal application for transient accommodation it is recommended the Council inform the proponent a formal application for planning consent will need to be lodged that adequately addresses the provision and standards applicable to location, access, parking, drainage, servicing, fencing, waste and rubbish disposal, potable water supply, security, and demobilisation/site re-instatement.

It is also recommended that delegated authority be granted to the CEO to issue the respective planning approval once all of the requirements of the application have been satisfied.

Other Considerations

In consideration of the proponents stated reasons for establishing a small camp onsite are based on;

- 1) limited affordable accommodation in Kununurra;
- 2) additional costs associated with accommodation, transportation and meals; and
- 3) the need for security onsite for machinery and equipment;

the Council needs to be satisfied the reasons given are adequate justification for an application to be supported.

Specifically, this relates to potential 'fallout' from other businesses around town as enquiries by Shire staff has confirmed that budget on-site self contained accommodation is available for 10-12 workers for the period required – refer to **Attachment 3**.

Additionally, it could be argued that a fenced compound onsite would be adequate to achieve the necessary level of security for machinery.

ATTACHMENTS

Attachment 1 – Letter of request from BC Coastal Contractors

Attachment 2 – Email response for EXTPED to initial phone enquiry

Attachment 3 – Enquiry list of available accommodation – Shire staff

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That the Council, subject to accepting the reasons given by the applicant:

- 1) Inform BC Contracting it offers 'in principle' support for transient accommodation (temporary construction camp) to be sited on Lot 3002 Weero Road, subject to the proponent lodging an application for planning consent that adequately addresses the specific location of the camp and standards applicable to access, parking, drainage, servicing, effluent waste and rubbish disposal, potable water supply, security, and demobilisation/site re-instatement.
- 2) Delegate authority to the CEO to issue planning consent subject to all of the requirements of the application detailed in recommendation 1 above being met and no objection being raised from the neighbouring landowners.

COUNCIL DECISION

Minute No. 8665

Moved:Cr K Wright

Seconded:Cr P Caley

That the Council:

Inform BC Contraction it offers 'in principle' support for transient accommodation (temporary construction camp) to be sited on Lot 3002 Weero Road, subject to:

- a) ***The proponent lodging an application for planning consent that adequately addresses the specific location of the camp and standards applicable to access, parking, drainage, servicing, fencing, effluent waste and rubbish disposal, potable water supply, security and demobilisation/sit re-instatement;***
- b) ***The DPI State Land Services or the Minister for Lands accepting the accommodation use under the current lease agreement for Lot 3002 with the lessee Mr J Kirby.***

CARRIED UNANIMOUSLY: (8/0)

CEO
Shire of East Kimberley
Kununurra.

Dear Sir,

I am writing to you in response to email from Ian D'Arcy rejecting my proposal to put Construction accommodation onsite at Valentine Falls Estate

As I am the Major Contractor For Valentine Falls Estate I will have Approximately 10 to 12 employees that I need to find accommodation and meals for in kunnunurra during this project, that will Start at this stage around end of May and will go through to the start of the wet, approximately mid November.

I have approached Kona Village Caravan Park on 2 occasions, 1 for cabin accommodation and 2nd for park accommodation for my mobile camp, with no avail.

Kimberleyland is fully booked for this period

I have also approached Kimberley croc backpackers whom can possibly make arrangements for 2 rooms and Hotel Kununurra for a possible 3 rooms. This still leaves the inconvenience of somehow getting these borders meals at a reasonable cost to ourselves.

As we have not as yet finalised a firm contract price we are looking down the barrel of passing additional costs onto the developer if we are forced to be based in town. Additional cost would also be Daily travel for employees and vehicle running costs. All these costs could then mean passing them onto potential purchasers and having a negative impact on the viability of the project.

During the course of the project we will have in the vicinity of \$3M worth of plant onsite along with approximately \$10k Fuel and approximately \$2.5M of materials. This is of Great concern without security onsite as Vandalism and theft is getting more serious day by day in the Kimberleys and it is not practical to move plant or material in and out of Kununurra town.

Onsite we wish to put

1 kitchen Unit BC Coastal - employing cook and cleaner

2 Mobile sleeping units supplied by Guerinoni and son

1 mobile sleeping unit – BC Coastal

1 x4 pedestal ablution block supplied by Guerinoni and son

1 Office with ablution supplied by guerinoni and son

We will put in professional septics and have Tank to supply 10kl Potable water.

Hoping this meets with council approval

Any queries please do not hesitate to call myself on 0418933287 or email trevor@bccoastal.com.au

Regards

Trevor Brewster
Managing Director

Attachment 2

From: Ian D'Arcy
Sent: Monday, 30 March 2009 11:24 AM
To: Sharon McLachlan
Subject: RE: Valentine falls Temporary accommodation

Hi Sharon

With reference to a camp facility, from a planning perspective I understand the subject land (Lot 21 Weero Road) is zoned 'Rural Living' that affords the opportunity to subdivide in accordance with the endorsed structure plan. However, the zoning does not offer transient accommodation as a use that can be entertained by the Shire and therefore is not permitted.

Furthermore, given the location of this land to the Kununurra townsite is only 7 km I can not foresee any justification as to why the Council would support such a proposal without detailed evidence being presented that demonstrates there are no other alternatives to accommodate workers.

Regards

Ian D'Arcy
Executive Manager Town Planning Economic Development
Shire of Wyndham East Kimberley
PH: 08 91684100
FX: 08 91681798

Attachment 3

ACCOMMODATION FOR 10-12 PEOPLE FROM END OF MAY – MID NOVEMBER

Queries made on 6/5/09 by Julia

HIDDEN VALLEY 91681790 - Trish

Only 8 cabins in total onsite –

However 3 cabins could be made available from end of May until mid November

2 persons per cabin

Possibly 6 people

KIMBERLEYLAND 91681280 - Jo

Cabins not possible

But powered sites and unpowered sites available for all 10 -12 people

Can camp in group together – on grass or cracker dust

Powered sites \$28 for 2 people and \$12 for each additional person per night

Unpowered – near camp kitchen - \$12 per person per night

All 10-12 people

IVANHOE – 91691995 – Gayle

5 cabins possible – need to be confirmed ASAP

3 Cabins – 2 people and ensuite

2 Cabins - 2 people

Approx \$980 per week for 2 people – negotiable if confirmed

Cleaned weekly – linen ect

10 people

KUNUNURRA LAKESIDE – 91691092 – Shel and Ben

Donga accommodation

Operational end of May

All ensuite – single bed

BB and DBB and DBB and pack lunch

Please see email attachment

5 Donga each has 4 rooms

All 10-12 people

12.4.5 TOWN PLANNING SCHEME REVIEW - TPS 8 (8666)

DATE:	19 May 2009
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Whole of the District
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	43.29.01
ASSESSMENT NO:	N/A

PURPOSE

For the Council to formally initiate the Town Planning Scheme Review process and prepare a new Local Planning Scheme for the Shire of Wyndham East Kimberley in accordance with the *Town Planning Regulations, 1967*.

BACKGROUND

Town Planning Schemes No. 6 and No. 7

The Shire's current operational planning Schemes are Town Planning Schemes No. 6 (TPS 6) and No. 7 (TPS 7). TPS 6 relates to the Wyndham Townsite and was gazetted in 1994. TPS 7 relates to Kununurra and its environs and was gazetted in 2001.

The Schemes function is to address various matters including:

- Reserves and development upon reserves;
- Zones and land use;
- Specific and general development control provisions;
- Overall planning areas;
- Heritage matters;
- Amenity;
- Advertisements;
- Planning Policies; and
- Various administrative and operational requirements and procedures.

Requirement for Schemes to be Reviewed

Under the *Planning and Development Act (2005)*, all Local Governments are required to consolidate their Scheme or prepare a new Scheme to replace their existing Scheme every five years. The requirement for Scheme reviews every five years is not usually strictly enforced; however, it does provide the impetus for Local Governments to undertake regular reviews of their Schemes. At this stage,

it is considered appropriate to prepare a new Local Planning Scheme for the Shire for the following reasons:

- The legal requirement for Schemes to be consolidated or reviewed every five years;
- TPS 6 and TPS 7 were gazetted in 1994 and 2001 respectively, and have been subject to several amendments since then;
- The Shire's Local Planning Strategy recommends that the existing Schemes should be consolidated and a new Scheme be prepared to cover the entire Shire; and
- To continue the process of actioning and implementing the recommendations of the Shire's Local Planning Strategy.

To this effect, Council, at its meeting of 18 December 2007 resolved (Minute No. 8000):

"That Council

- 1. Advise the Honourable Minister for Planning and Infrastructure that it intends to review Local Planning Scheme No 6 – Wyndham Townsite & Local Planning Scheme No 7 – Kununurra & Environs in accordance with the recommendation of the Local Planning Strategy Report which requires the preparation of a new Scheme to consolidate both existing Schemes, and to provide Scheme provisions that cover the entire Shire area."*

In addition to this resolution, Council needs to specifically resolve to prepare a new Scheme pursuant to the Town Planning Scheme Regulations (1967).

STATUTORY IMPLICATIONS

The Scheme Review is required under the *Planning and Development Act (2005)* every 5 years and the preparation of a new Local Planning Scheme is enacted pursuant to the Town Planning Regulations (1967).

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

It is expected that the cost to complete the review process and prepare a new Local Planning Scheme will be in the order of \$60,000.

STRATEGIC IMPLICATIONS

The new Local Planning Scheme will largely be guided by the current Local Planning Strategy (2006), and any other relevant strategic planning documents endorsed by the Shire and other relevant government agencies, including the Western Australian Planning Commission.

COMMUNITY CONSULTATION

As part of this process initial consultation will be required with key stakeholders, and in particular government agencies.

A formal public consultation will also be conducted once a draft document has been completed and received endorsement from the Council, Western Australian Planning Commission and the Minister for Planning.

COMMENT

Requirement for Formal Resolution

To formally and statutorily begin the process of preparing a new Local Planning Scheme for the Shire, it will be necessary for Council to pass a resolution deciding to prepare a Local Planning Scheme. This resolution must be worded in accordance with the legal requirements of the Town Planning Regulations (1967).

Objects and Intentions of the New Scheme

In accordance with the legal process set out in the Town Planning Regulations (1967), it will be necessary for Council to forward its resolution to the Western Australian Planning Commission, along with various pieces of information including a statement setting forth the objects and intentions of the new Scheme.

The new Local Planning Scheme will be advertised for public and agency comment and will be subject to review by the Western Australian Planning Commission and Minister for Planning. Modifications are likely to be made to the draft new Scheme throughout this process. As such, it is considered inappropriate to “lock-in” specific objectives and intentions at such an early stage in the process. The objectives and intentions listed below should only be considered preliminary and are likely to change or be amended. In this regard the preliminary objects and intentions are proposed as follows:

- To zone and reserve land for various purposes within the Scheme area;
- To provide for orderly and proper planning;
- To provide the statutory basis for land use and development control within the Shire;
- To set out administrative and operational requirements and procedures for planning; and
- To facilitate implementation of the Shire’s Local Planning Strategy.

Next Steps in the Inception Process

Should Council adopt the staff recommendations and resolve to prepare a new Local Planning Scheme staff arrange for the resolution and relevant information to be forwarded to the Western Australian Planning Commission. Once notification is received from the Commission, notice of Council’s decision to prepare a new Local Planning Scheme will be published in a newspaper circulating in the Shire, and adjoining Local Governments and relevant public agencies will be written to seeking initial input and comment.

The preparation of the draft new Local Planning Scheme will officially commence once notification has been received from the Commission. Feedback received from the adjoining Local Governments and relevant public authorities will be considered during the preparatory stages.

Process Moving Forward

The process will involve a number of stages expected to take between 12-18 months to complete:

- Stage 1 – Inception (current stage)
- Stage 2 - Background research, review and investigation
- Stage 3 - Initial stakeholder engagement
- Stage 4 - Preparation of preliminary document
- Stage 5 - Review of preliminary document
- Stage 6 - Preparation of draft document and presentation to Council
- Stage 7 - Public advertising
- Stage 8 - Review and response to submissions
- Stage 9 – Modifications and presentation of final document for endorsement

Although, it must be noted that it is not unusual for delays to occur should a specific issue/s of a complex nature arise that need to be resolved.

Conclusion

In accordance with relevant legislation, the Shire's TPS 6 and TPS 7 are in need of review. As mentioned this is expected to culminate in the preparation of a new Local Planning Scheme for the Shire.

As such, it is recommended that Council:

- Resolve to prepare a new Scheme;
- Adopt preliminary objects and intentions for the new Scheme; and
- Forward relevant information to the Western Australian Planning Commission.

ATTACHMENTS

Attachment 1 – Scheme Area Map

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That the Council -

1. in pursuance of Section 72 of the *Planning and Development Act (2005)*, prepare Local Planning Scheme No. 8 with reference to an area situated wholly within the Shire of Wyndham - East Kimberley and enclosed within

the inner edge of the dashed black border on a plan, as contained in Attachment 1, titled "Scheme Area Map".

2. for the purposes of compliance with Regulation 4(3)(c)(i) of the Town Planning Regulations (1967), adopt the following as the preliminary objects and intentions of the Scheme:
 - To zone and reserve land for various purposes within the Scheme area;
 - To provide for orderly and proper planning;
 - To provide the statutory basis for land use and development control within the Shire;
 - To set out administrative and operational requirements and procedures for planning; and
 - To facilitate implementation of the Shire's Local Planning Strategy.
3. pursuant to Section 72 of the *Planning and Development Act (2005)* and Regulation 4(3) of the Town Planning Regulations (1967), forward to the Western Australian Planning Commission:
 1. A copy of Council's resolution deciding to prepare a new Local Planning Scheme, certified by the Chief Executive Officer;
 2. A map marked "Scheme Area Map", signed by the Chief Executive Officer, on which is delineated the area of land proposed to be included in the Scheme; and
 3. A statement setting forth the objects and intentions of the Scheme and the anticipated format of the Scheme.
4. And subject to Council receiving notification from the Western Australian Planning Commission pursuant to Regulation 4(6) of the Town Planning Regulations (1967):

COUNCIL DECISION

Minute No. 8666

Moved:Cr R Boshammer

Seconded:Cr D Ausburn

That the Council -

1. ***in pursuance of Section 72 of the Planning and Development Act (2005), prepare Local Planning Scheme No. 8 with reference to an area situated wholly within the Shire of Wyndham - East Kimberley and enclosed within the inner edge of the dashed black border on a plan, as contained in Attachment 1, titled 'Scheme Area Map'.***

2. **for the purposes of compliance with Regulation 4(3)(c)(i) of the Town Planning Regulations (1967), adopt the following as the preliminary objects and intentions of the Scheme:**

'To zone and reserve land for various purposes within the Scheme area;

- ' To provide for orderly and proper planning;**
' To provide the statutory basis for land use and development control within the Shire;
' To set out administrative and operational requirements and procedures for planning; and
' To facilitate implementation of the Shire's Local Planning Strategy.

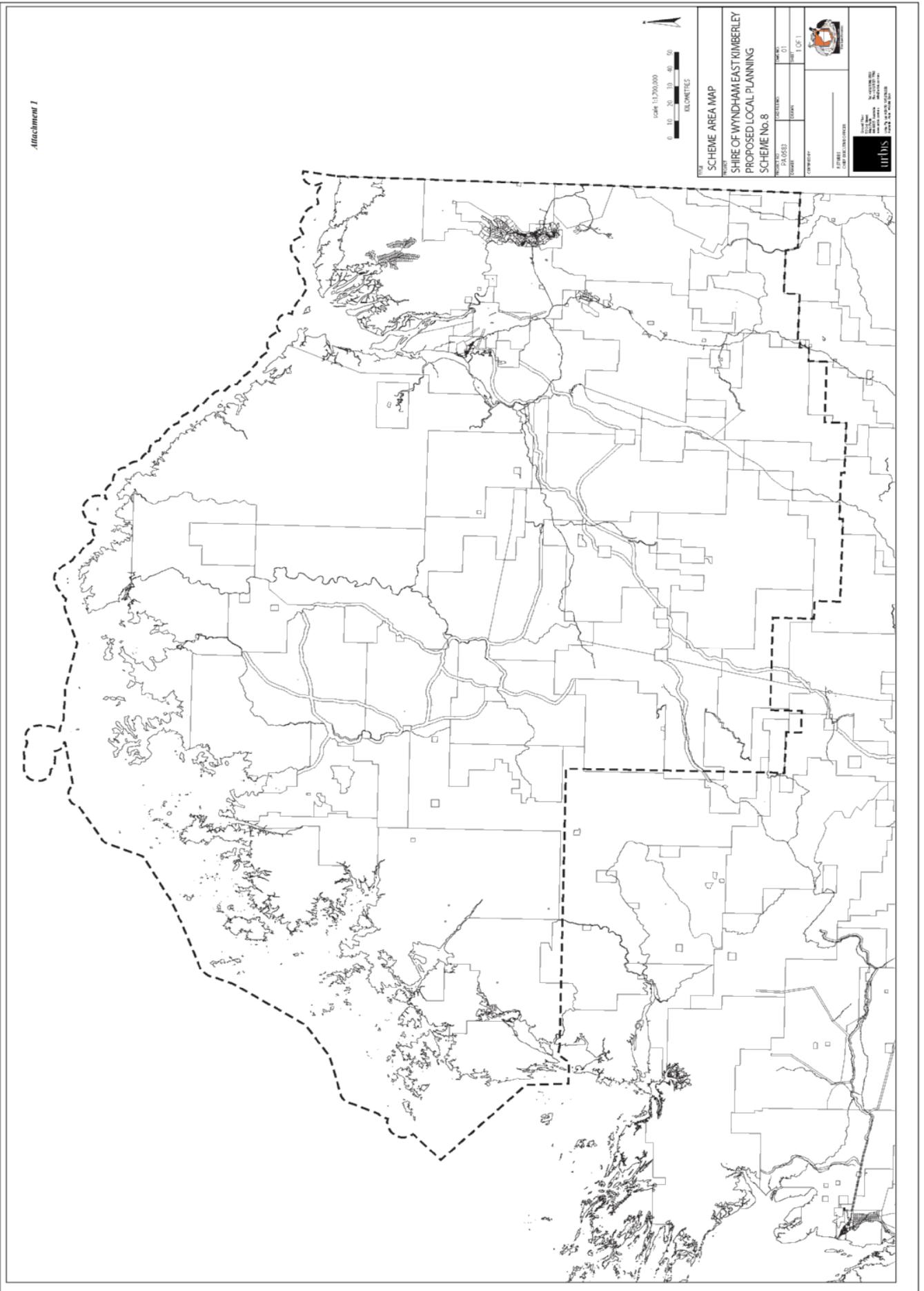
3. **pursuant to Section 72 of the Planning and Development Act (2005) and Regulation 4(3) of the Town Planning Regulations (1967), forward to the Western Australian Planning Commission:**

1. **A copy of Councils resolution deciding to prepare a new Local Planning Scheme, certified by the Chief Executive Officer;**
2. **A map marked 'Scheme Area Map', signed by the Chief Executive Officer, on which is delineated the area of land proposed to be included in the Scheme; and**
3. **A statement setting forth the objects and intentions of the Scheme and the anticipated format of the Scheme.**

4. **And subject to Council receiving notification from the Western Australian Planning Commission pursuant to Regulation 4(6) of the Town Planning Regulations (1967):**

- a) **Publish a notice within the Government Gazette and a newspaper circulating in a district of the Shire of the passing of the resolution deciding to prepare a Local Planning Scheme, pursuant to Regulation 5(1); and**
- b) **Forward a copy of the notice to the Local Government of every adjoining district, the Water Corporation, the Department of Environment and Conservation and every other public authority likely to be affected by the Scheme, requesting details of matters that should be considered during the preparation of the Scheme, pursuant to Regulation 5(2).**

CARRIED UNANIMOUSLY: (8/0)



12.4.6 PROPOSED GROUP DEVELOPMENT LOT 242 EMU APPLE STREET, KUNUNURRA (8667)

DATE:	19 May 2009
PROPONENT:	Franco Carozzi Architects Pty Ltd
LOCATION:	Lot 242 Bloodwood Drive, Kununurra
AUTHOR:	Jennifer Ninnette – Town Planning Officer
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	01.7034.02
ASSESSMENT NO:	A7034

PURPOSE

For Council to consider granting planning consent for the development of four (4) single bedroom units on Lot 242 Emu Apple Street, Kununurra.

BACKGROUND

The proponent, Franco Carozzi Architects Pty Ltd, have been employed by the Department of Housing and Works (DHW), the landowner, to specifically design four (4) single bedroom dwellings, for the purpose of accommodating one to two person households.

The CEO has delegated authority to approve grouped dwellings, however the dwellings are below the minimum floor area prescribed in the Lakeside Development Guidelines, and therefore it is considered appropriate for the proposal to be considered by Council.

Site and Surrounds

The subject site has a total area of 889m² and is located on the corner of Emu Apple Street and Gardenia Drive.

Lot 242 is within Stage 5 area of the Lakeside residential development, was identified as a group housing site in the structure plan, and is zoned Residential R30 to allow for higher density development. The surrounding lots are also zoned for residential development and are coded R20.

Development Proposal

All of the dwellings proposed include one bedroom, kitchen, living/dining room, bathroom/laundry, with each dwelling being around 50m² in area.

Each dwelling will also be provided with an outdoor living area, storeroom and a single car parking bay.

Plans of the proposed development are provided as attachments to this report.

STATUTORY IMPLICATIONS

Town Planning Scheme No 7

As mentioned the land is located within the Residential Zone and is coded R30. Pursuant to Clause 5.8 of Town Planning Scheme No 7 - Kununurra and Environs (TPS), the objectives of the Zone are:

5.8.1 Objective

- (a) To allocate a density coding for the Residential zone throughout the Scheme Area designed to:*
 - (i) Provide sufficient land in appropriate locations for residential development to meet the needs of the without unduly restricting the choice of sites;*
 - (ii) Promote and safeguard health, safety, convenience, the general public welfare and the amenity of the residential areas;*
 - (iii) Allow redevelopment opportunities for the stock.*

The Scheme states that unless otherwise provided for in the Scheme the development of land for any residential purposes dealt with by the Residential Design Codes (R Codes) shall conform to the provisions of the R Codes.

On this basis it is considered that the proposal meets the objectives of the Town Planning Scheme, as it will help to meet anticipated growth.

Residential Design Codes

There are special provisions under the R Codes for special purpose dwelling requirements, including single bedroom dwellings.

Single bedroom dwellings are designed to accommodate one or two-person households which make up a large percentage of households in Western Australia.

The R Codes allow for concessions for single bedroom dwellings which allow the reduction of the site area by one-third of that provided for by the code applying to the site, and reduced car parking standards. The R Codes also stipulate that the maximum floor area for a single bedroom dwelling shall be 60m².

With lot 242 coded R30 ordinarily 3 dwelling units could be approved, however, under the special purpose provisions a total of four single bedrooms dwellings can be developed on the subject lot. Similarly, the normal requirement for 2 car parking bays can be reduced to one bay per unit under the special purpose provisions.

Lakeside Design Guidelines

The Shire has also adopted design guidelines for the Lakeside that stipulate in the case of grouped dwellings the minimum size (excluding carport, garaging and verandahs) shall be 80 square metres for each group dwelling.

In consideration of this requirement the guidelines do not allow for single bedroom dwellings of around 50m², and therefore Council's discretion to consider the proposed development is required.

Local Planning Strategy

The Shire of Wyndham East Kimberley Local Planning Strategy (LPS) identifies that there is a need for an increased supply of housing stock and draws attention to limited housing choice that fails to meet all the needs of the local housing market. In this regard it is considered that the proposal is in line with the LPS, as it will provide greater variety in housing choice, particularly for single government staff, freeing up larger dwellings for families.

Other Council Policies

The land is located in the Policy Area Precinct 9 – Lakeside. The objective of the Precinct, as with the other planning instruments, is:

- ❖ *To promote a range of residential densities with particular focus on the nearby Lake Kununurra foreshore.*

The use of the land conforms to the objectives of this policy, in that the proposed development will promote range in residential density. It is also considered that the proposal will provide variety in housing types available within the Lakeside area.

PHYSICAL ASSESSMENT

Land Capability

The land has been prepared and is suitably zoned for residential development. Therefore there are no apparent issues in relation to land capability.

Servicing

The subject site has been serviced by water, reticulated sewer and electricity for development for residential purposes.

Environmental Impact

As previously mentioned the land is zoned for urban land use, however it is recommended as a condition of approval that the site be landscaped as part of the overall development.

Design

In general, the overall design of the development is considered to be of a high standard that accords with the Lakeside Design Guidelines, other than the internal minimum floor area.

Social/Economic Implications

It is viewed that the proposed development will have a positive impact on social or economic aspects of the locality through the provision of housing to accommodate one or two-person households.

FINANCIAL IMPLICATIONS

The applicant has paid the application fee of \$1110.00.

COMMUNITY CONSULTATION

Under the Town Planning Scheme No. 7 (Kununurra and Environs) community consultation is not required for this proposal. Council consideration is being sought due to the proposed dwelling size being below the minimum dwelling size stipulated in the Lakeside Design Guidelines which have been adopted as Council policy.

COMMENT

This proposal presents an opportunity to improve the variety of housing types within the townsite, increase the availability of housing stock, and to help meet demand for housing for smaller households.

However, as the proposed development does not comply with the Design Guidelines that have been developed for the Lakeside precinct, a concession needs to be exercised by Council to relax the policy provision for minimum floor area to allow for one bedroom housing as proposed.

ATTACHMENTS

1. Development Plans

VOTING REQUIREMENT

Simple Majority.

OFFICER'S RECOMMENDATION

That the Council resolve to relax the development standards for minimum floor area under the Lakeside Development Guidelines (DC Policy 23) and grant formal Planning Consent for the development of four (4) single bed grouped dwellings on Lot 242 Emu Apple Street, Kununurra subject to the following conditions:

1. Development shall be in accordance with the attached approved plan(s) dated 19th May 2009 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans

shall not be modified or altered without the prior written approval of the local government.

2. A landscaping plan shall be submitted prior to or at the time of application for a building licence with all land indicated as landscaped area on those plan(s) being developed prior to, or concurrently with the practical completion of the development and maintained thereafter to the approval of the local government.
3. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater from runoff and any sealed areas shall be mechanically directed into Council's stormwater system or disposed of onsite. Stormwater shall not be permitted to pond on the site, other than within designated detention basins, or against any buildings or structures. Details on the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Executive Manager of Engineering and Regulatory Services and submitted with the building application.
4. All fences and gates to front setbacks and front boundaries shall not extend over 1.5 metres in height from ground level with any fencing above 1.2 metres in height being a minimum of 50% visually transparent.
5. All side and rear fencing shall consist of solid panel type construction to a maximum height of 1.8 metres.
6. Driveways shall be constructed, sealed and drained to the satisfaction of Council.

COUNCIL DECISION

Minute No. 8667

Moved:Cr J Moulden

Seconded:Cr J Parker

That the Council resolve to relax the development standards for minimum floor area under the Lakeside Development Guidelines (DC Policy 23) and grant formal Planning Consent for the development of four (4) single bed grouped dwellings on Lot 242 Emu Apple Street, Kununurra subject to the following conditions:

1. ***Development shall be in accordance with the attached approved plan(s) dated 19th May 2009 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.***
2. ***A landscaping plan shall be submitted prior to or at the time of application for a building licence with all land indicated as landscaped area on those plan(s) being developed prior to, or***

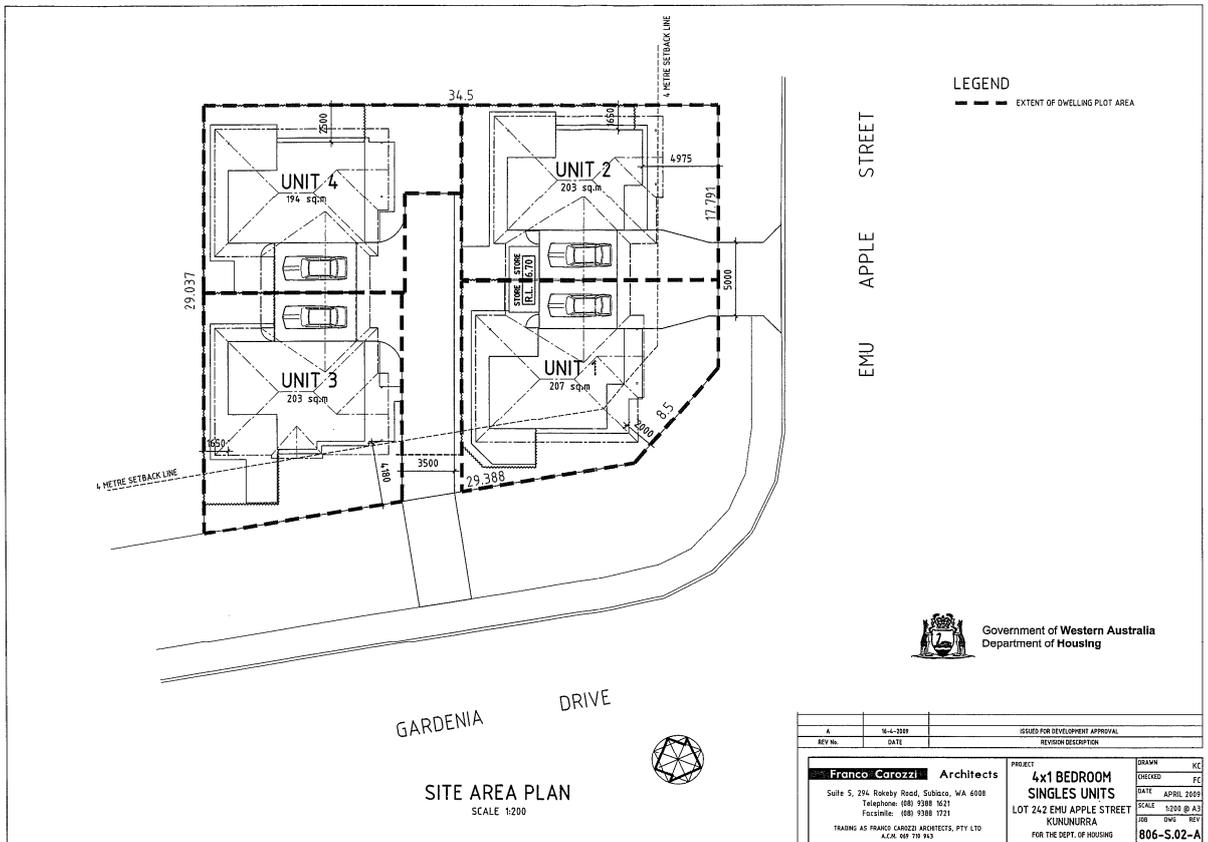
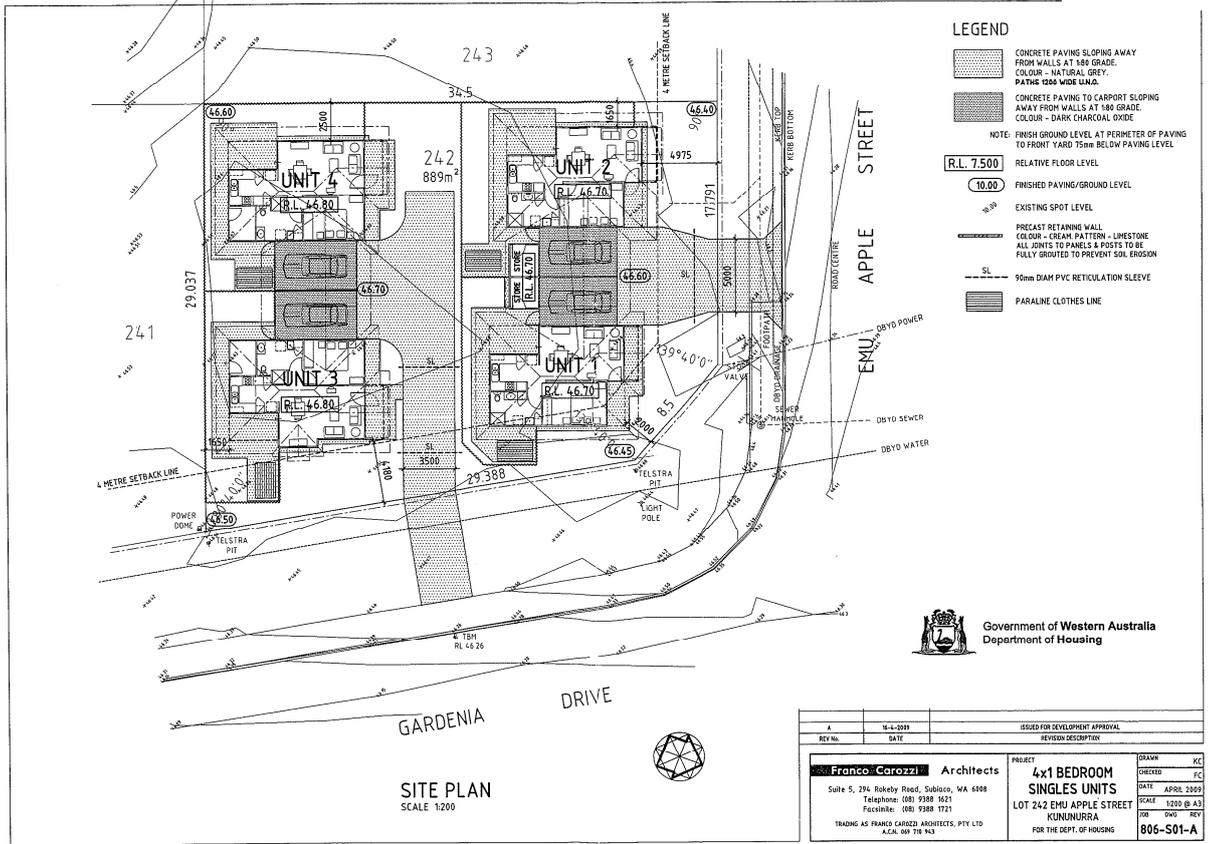
concurrently with the practical completion of the development and maintained thereafter to the approval of the local government.

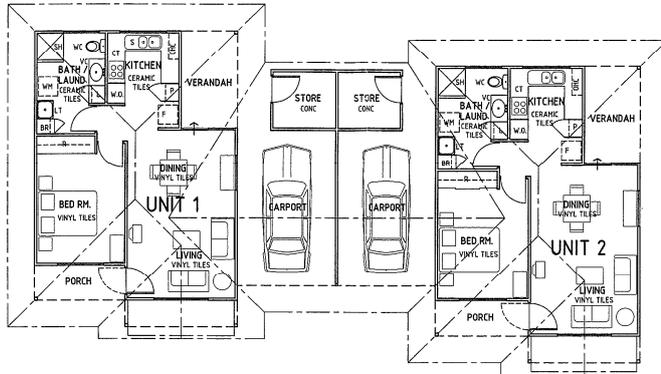
- 3. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater from runoff and any sealed areas shall be mechanically directed into Council's stormwater system or disposed of onsite. Stormwater shall not be permitted to pond on the site, other than within designated detention basins, or against any buildings or structures. Details on the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Executive Manager of Engineering and Regulatory Services and submitted with the building application.***
- 4. All fences and gates to front setbacks and front boundaries shall not extend over 1.5 metres in height from ground level with any fencing above 1.2 metres in height being a minimum of 50% visually transparent.***
- 5. All side and rear fencing shall consist of solid panel type construction to a maximum height of 1.8 metres.***
- 6. Driveways shall be constructed, sealed and drained to the satisfaction of Council.***

CARRIED: (7/1)

For: Crs Mills, Addis, Boshammer, Ausburn, Moulden, Parker and Caley

Against: Cr Wright





AREAS - UNIT 1
 F.E.C.A. 50.0 m2
 C.E.S.A. 4.0 m2
 U.C.A. 27.2 m2
 B.A. 57.1 m2

FLOOR PLAN - UNITS 1 & 2

SCALE 1:100



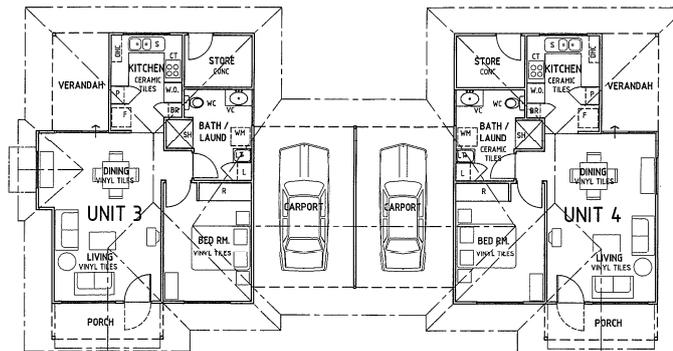
AREAS - UNIT 2
 F.E.C.A. 50.0 m2
 C.E.S.A. 4.0 m2
 U.C.A. 27.2 m2
 B.A. 57.1 m2



Government of Western Australia
 Department of Housing

REV. No.	DATE	ISSUED FOR DEVELOPMENT APPROVAL	REVISION DESCRIPTION	DRAWN	KC
A	11-11-2009	ISSUED FOR DEVELOPMENT APPROVAL			

Franco Carozzi Architects Suite 5, 294 Rokeby Road, Subiaco, WA 6008 Telephone: (08) 9388 1621 Facsimile: (08) 9388 1721 TRADING AS FRANCO CAROZZI ARCHITECTS, PTY LTD A.C.N. 907 706 942	PROJECT 4x1 BEDROOM SINGLES UNITS LOT 242 EMU APPLE STREET KUNUNURRA FOR THE DEPT. OF HOUSING	DRAWN KC CHECKED EC DATE APRIL 2009 SCALE 1:100 @ A3 JOB DWG - 806 REV 806-S03-A
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AREAS - UNIT 3
 F.E.C.A. 50.8 m2
 C.E.S.A. 4.0 m2
 U.C.A. 28.9 m2
 B.A. 57.6 m2

FLOOR PLAN - UNITS 3 & 4

SCALE 1:100



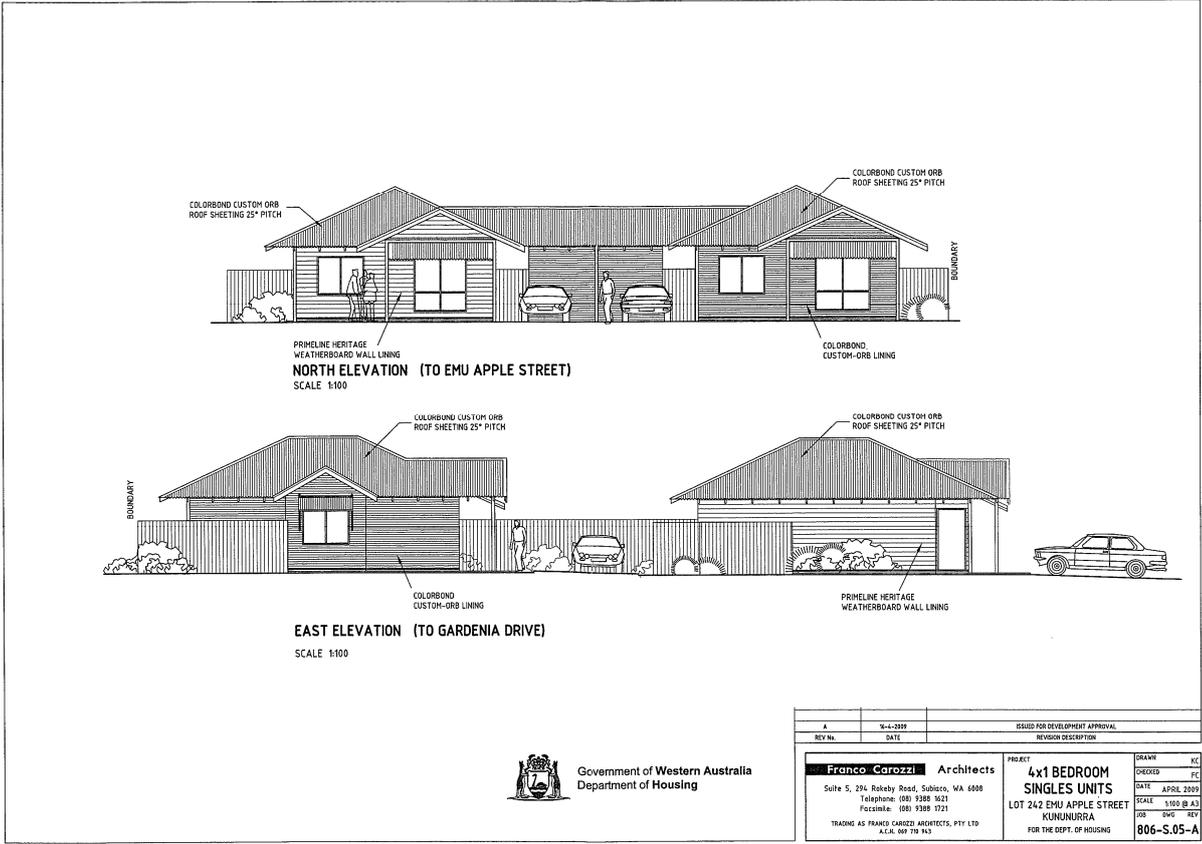
AREAS - UNIT 4
 F.E.C.A. 49.5 m2
 C.E.S.A. 4.0 m2
 U.C.A. 28.9 m2
 B.A. 56.2 m2



Government of Western Australia
 Department of Housing

REV. No.	DATE	ISSUED FOR DEVELOPMENT APPROVAL	REVISION DESCRIPTION	DRAWN	KC
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12.4.7 ENQUIRY BY DESIGN WORKSHOP (8668)

DATE:	19 May 2009
PROPONENT:	Shire of Wyndham East Kimberley and Landcorp
LOCATION:	Kununurra Town Centre
AUTHOR:	Ian D'arcy, Executive Manager Development Services
REPORTING OFFICER:	Ian D'arcy, Executive Manager Development Services
FILE NO:	43.31.01, 43.29.01
ASSESSMENT NO:	N/A

PURPOSE

To provide an overview of the scope of works, methodology and indicative dates for the strategic planning Enquiry By Design (EBD) workshop and outline the importance of this project to the preparation of the Shire's new Local Planning Scheme.

BACKGROUND

The Council in February of this year met with members of LandCorp as part a briefing session where it was suggested an EBD process be held in Kununurra with a focus on investigating the dynamics of the town centre in consideration of preparing a new Town Planning Scheme and coinciding with the rapid development expected to occur by virtue of the Ord Development Project and East Kimberley Investment Package.

With expressed support from the Council LandCorp had requested URIS planning consultants deliver the EBD process toward the end of April 2009. Since this time work has progressed between LandCorp and Urbis to establish a scope of works and methodology for delivery within a defined budget.

In this regard LandCorp has confirmed it will be responsible for producing the development concept plan over the town centre through the EBD process, and at the same time, identify strategic considerations that affect the broader town site. The boundary for the broader town site being the proposed Kununurra Heavy Vehicle Route, Victoria Highway and the Ord River to allow more latitude to consider future land use options.

It has been agreed at an officer level that the Shire will engage the consultants to prepare additional development concept plans outside of the EBD area, including Wyndham, the Australia House precinct, and the Foreshore precinct.

More specifically for the EBD process Urbis will produce:

- Preliminary information, including information/picture boards and a summary report containing the contextual analysis, which will be presented at the workshops.
- Development concept plan and report for the Kununurra town centre.

- Strategic plan and report for the broader Kununurra town site, which identifies land for urban and industrial expansion and key infrastructure requirements and priorities.
- Implementation plans for the development concept plan and strategic plan, which sets out action that needs to be undertaken by stakeholders to move the proposals forward.

LandCorp has indicated the process that will reflect best practice, and include:

1. Invitation of key stakeholders/ads commence in local paper - week starting 25 May;
2. **Preliminary consultation sessions** in Kununurra, including focus groups with the local arts community and MG Corporation, and meetings with key agencies and stakeholders occurring over 1, 2 or 3 days in the **week starting 15 June 2009** depending on availability for meetings;
3. Three **workshops** over three days in Kununurra – **2nd, 3rd and 4th July 2009**. Days 1 (half day) and 3 (half day) will be open to members of the public and key stakeholders that RSVP to invites/ads, with Day 2 (whole day) open to selected stakeholders. **Public display** at Agriculture Show – **10th and 11th July 2009**;
4. Finalisation of development concept plan and report - early August 2009;
5. Finalisation of strategic plan and report - early August 2009;
6. Finalisation of implementation plans - early August 2009;
7. Council adoption - from October 2009, all going well.

LandCorp has indicated the respective dates are relatively set given the lead up to a public display at the Agriculture Show which is a fixed milestone and doesn't allow for any time slippage.

An EBD process manual prepared by the Department for Planning and Infrastructure is provided as Attachment 1 to this report.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Although the Council is not committed to funding for the EBD workshop additional works not included in this process may need to be independently funded by the Council.

STRATEGIC IMPLICATIONS

The EBD process is a strategic planning exercise that will provide specific focus on the dynamics of the Kununurra Town Centre and provide valuable information for preparation of a master plan to guide future development and land use, including expansion of commercial office and retail space; tourist and mixed-use nodes; higher density residential infill, additional parking and public open space,

expansion and additional community/civic facilities, and extension of pedestrian links and pathways if required.

This information is also important and will prove valuable in preparing a new Local Planning Scheme that will assign change in zoning to facilitate future town centre and town site growth.

COMMUNITY CONSULTATION

As indicated in the background section of this report the EBD process will involve extensive consultation with key stakeholders and members of the public through a range of forums, workshops and through public display.

COMMENT

It is important that the Council as a whole perform a pro-active role in participating in the EBD process given the Shire is a significant stakeholder. To this end, it is recommended that Council formally endorse the process as an acknowledgement of its support and commitment to the process and outcomes. Further, LandCorp has promoted that all Councillors attend for as much time as possible over the three days of the workshops to ensure they are fully engaged in the process.

In regard to facilitation of the process close liaison will be maintained with both LandCorp and Urbis, and assistance has been offered by Shire staff in organising the focus groups and workshops.

ATTACHMENTS

EBD process manual

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That the Council

formally endorsed the Enquiry By Design (EBD) process for the Kununurra Town Centre inclusive of the following steps and indicated time lines, and in consideration of the planning outcomes expected to be realised:

- a) Invitation of key stakeholders/ads commence in local paper - week starting 25 May;
- b) Preliminary consultation sessions in Kununurra, including focus groups with the local arts community and MG Corporation, and meetings with key agencies and stakeholders occurring over 1, 2 or 3 days in the week starting 15 June 2009 depending on availability for meetings;
- c) Three workshops over three days in Kununurra - 2nd, 3rd and 4th July 2009. Days 1 (half day) and 3 (half day) will be open to members of the public and key stakeholders that RSVP to invites/ads, with Day

- 2 (whole day) open to selected stakeholders. Public display at Agriculture Show - 10th and 11th July 2009;
- d) Finalisation of development concept plan and report - early August 2009;
 - e) Finalisation of strategic plan and report - early August 2009;
 - f) Finalisation of implementation plans - early August 2009;
 - g) Council adoption - from October 2009.

COUNCIL DECISION

Minute No. 8668

Moved:Cr D Ausburn

Seconded:Cr J Parker

That the Council

- 1) ***formally endorsed the Enquiry By Design (EBD) process for the Kununurra Town Centre inclusive of the following steps and indicated time lines, and in consideration of the planning outcomes expected to be realised:***
 - a) ***Invitation of key stakeholders/ads commence in local paper - week starting 25 May;***
 - b) ***Preliminary consultation sessions in Kununurra, including focus groups with the local arts community and MG Corporation, and meetings with key agencies and stakeholders occurring over 1, 2 or 3 days in the week starting 15 June 2009 depending on availability for meetings;***
 - c) ***Three workshops over three days in Kununurra - 2nd, 3rd and 4th July 2009. Days 1 (half day) and 3 (half day) will be open to members of the public and key stakeholders that RSVP to invites/ads, with Day 2 (whole day) open to selected stakeholders. Public display at Agriculture Show - 10th and 11th July 2009;***
 - d) ***Finalisation of development concept plan and report - early August 2009;***
 - e) ***Finalisation of strategic plan and report - early August 2009;***
 - f) ***Finalisation of implementation plans - early August 2009;***
 - g) ***Council adoption - from October 2009.***

CARRIED: (7/1)

For: Crs Mills, Addis, Boshammer, Ausburn, Moulden, Parker and Caley

Against: Cr Wright

The Enquiry-by-Design Workshop Process

A Preparation Manual



**INNOVATION AND ENTERPRISE PROJECTS DIVISION
DEPARTMENT FOR PLANNING AND INFRASTRUCTURE**

JUNE 2003

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PART A BACKGROUND TO THE ENQUIRY-BY-DESIGN WORKSHOP PROCESS

- 1.0 Introduction
- 1.1 What are the objectives of an Enquiry-by-Design Workshop?
- 1.2 Conditions necessary for a successful Enquiry-by-Design Workshop

- 2.0 Table of responsibilities
- 2.1 Enquiry-by-Design Workshop scheduling

- 3.0 Enquiry-by-Design Workshop agenda

PART B LOGISTICS

- 4.0 Organising the venue
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- 5.0 Choosing and inviting the Enquiry-by-Design Workshop participants
- 5.1 Introducing the Enquiry-by-Design Workshop to participants
- 5.2 Organising Workshop Working Groups

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- 7.0 Organising the site tour

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- 9.0 Enquiry-by-Design Workshop facilitators

- 10.0 Publicity
- 10.1 Recording the proceedings
- 10.2 Enquiry-by-Design Workshop Outcomes Report

Purpose of this manual

This manual is intended to provide guidance to agencies and organisations on the preparation and holding of an Enquiry-by-Design Workshop.

It includes both general guidance and suggested task schedules for the pre-Workshop phase, the management of the Workshop itself, and post-Workshop requirements.

The manual or relevant pages may be reproduced for information purposes. Some of the Tables may prove useful as checklists for Workshop organisers.

Part A : Background to Enquiry-by-Design Workshops

1.0 Introduction

The main aim of an Enquiry-by-Design Workshop is to raise awareness of the principles of best practice, sustainable urban design, and to explore and demonstrate how they can be applied, through an iterative and interactive process, to develop ideas, solutions and outcomes in real-world planning and design situations.

A Responsible Authority will engage with Partners in the preparation of an Enquiry-by-Design Workshop and in the theory and practice of best practice, sustainable urban design.

While actual sites will be examined, and real issues will be faced, the outcomes of an Enquiry-by-Design are typically **non-binding**, and it is important to note that design concepts produced as a result of the Enquiry-by-Design Workshop and subsequently incorporated into a structure plan, development application or application for subdivision will still be subject to the usual statutory planning assessment processes.

Participants with different skills and knowledge of the site will work in teams to investigate and understand current urban issues and future trends. A broader and better understanding of the principles of best practice, sustainable urban design will develop as a result of this Enquiry-by-Design Workshop approach.

1.1 What are the objectives of an Enquiry-by-Design Workshop?

An Enquiry-by-Design Workshop :

- Introduces the application of the principles of best practice, sustainable urban design to development in a participatory, non-binding setting
- Tests any current plans and evolves them in accordance with those principles
- Brings together professionals from the planning and development sector and other interested parties who will have the opportunity to debate and agree upon the best ways to achieve designs that reflect those principles
- Allows participants to draw designs instead of just talking about them
- Encourages participants to respond to the physical characteristics of an actual site by examining and reinforcing local characteristics and protecting natural features
- Helps participants to understand the development opportunities and constraints of a site and how designs may be implemented, and
- Provides important feedback to assist in refining design principles and the policy and statutory framework through which they are applied

1.2 Conditions necessary for a successful Enquiry-by-Design Workshop

- The project must have integrity and inherent legitimacy, and the relevant stakeholders must agree to the process.
- Participants should be receptive to gaining an understanding of, and applying through the workshop process, the theory and practice of sustainable urban design.
- Workshop participants should be prepared to contribute as necessary to the requirements outlined in this Manual for pre-Workshop preparation, event management, and post-Workshop reporting.
- Participants must regard the Enquiry-by-Design Workshop as a serious and real exercise, and participate and respond accordingly.
- Participants should acknowledge the need for integrated, holistic solutions that may not fully reflect their own specific issues and concerns.

2.0 Workshop responsibilities

The leading role in organising and managing Enquiry-by-Design Workshops may be taken by a local government, by the Department for Planning and Infrastructure, and/or other government agencies and private organisations. While Workshops will often be undertaken cooperatively between agencies and organisations, and many tasks can be shared, it is important that one body takes on the primary role of coordination and management.

This Manual uses the term **Responsible Authority** to refer to the organisation with primary responsibility for a Workshop in any case. It is advisable for one person from the Responsible Authority to act as the "Enquiry-by-Design Workshop" coordinator and point of contact.

Other principal participants who may be directly involved in a Workshop in cooperation with the Responsible Authority are referred to in this manual as **Partners**.

The schedule in section 2.1, below, outlines the main tasks and who should be involved in the process. Key initial steps include :

- Preliminary discussions between the Responsible Authority and prospective Partners
- Gaining any necessary formal authorisations/approvals to hold the Workshop, including funding
- Exchanges of letters as necessary to confirm commitments and cost sharing if relevant
- A scoping meeting of the main participants, including assignment of responsibilities

2.1 Enquiry-by-Design Workshop scheduling

The table below outlines a typical Enquiry-by-Design Workshop preparation schedule. Most of these tasks will be undertaken by the Responsible Authority, however assistance from Partners or contracted consultants may be applied to some tasks. The Table indicates the suggested primary role in each case, but this may be varied, provided that an effective, timely outcome can still be ensured :

A. Responsible Authority's Workshop team :

No	Task	Who	Start	Y/N
1	Decide who within the Responsible Authority should be involved in the Workshop	Responsible Authority	- Before 8 weeks	
2	Prepare work schedules in accordance with Workshop dates	Responsible Authority /Partners	- 8 weeks	

B. Refining the Workshop objectives and expected outcomes, and defining the agenda :

1	Refine objectives and expected outcomes	Responsible Authority /Partners	- 8 weeks	
2	Prepare the Workshop agenda	Responsible Authority /Partners	- 8 weeks	

C. Organising the Workshop venue, catering, equipment and travel/accommodation :

1	Book the venue	Responsible Authority	- 7 weeks	
2	Book the catering	Responsible Authority	- 6 weeks	
3	Organise the equipment	Responsible Authority/Partners	- 6 weeks	
4	Book site tour transport	Responsible Authority	- 5 weeks	

D. Inviting the Workshop participants:

1	Choose the participants	Responsible Authority/Partners	- 7 weeks	
2	Invite the participants	Responsible Authority	- 6 weeks	
3	Compile a list of RSVPs and make nametags	Responsible Authority	- 3 weeks	
4	Form Workshop Working Group teams	Responsible Authority/Partners	- 1 week	

E. Preparing the existing condition base plans:

1	Verify scales and level of mapping information	Responsible Authority/Partners	- 7 weeks	
2	Prepare the base plans	Responsible Authority	- 7 weeks	
3	Prepare the aerial photographs (if used)	Responsible Authority	- 7 weeks	
4	Prepare prints of base plans	Responsible Authority	- 1 week	

F. Organising the site briefing and site tour:

1	Prepare the site briefing agenda and inform briefing presenters	Responsible Authority	- 8 weeks	
2	Produce and send participants the Workshop briefing booklet	Responsible Authority	- 1 week	
3	Prepare the context and site analysis information	Responsible Authority/Partners/Consultants	- 5 weeks	
4	Organise the site tour route, maps and transportation	Responsible Authority	- 3 weeks	

G. Public relations, recording the proceedings and producing the Workshop Outcomes Report :

1	Organise public relations	Responsible Authority	As required	
2	Tasks during Workshop	Responsible Authority/Partners/Consultants	As required	
3	Photography of Design Workshop drawings	Responsible Authority	As required	
4	Recording proceedings and producing the Workshop Outcomes report	Responsible Authority to co-ordinate	+ 1 week	

3.0 An Enquiry-by-Design Workshop Agenda

There are typically four core Workshop elements :

- A presentation on the principles of best practice, sustainable urban design that will be used to frame the Workshop proceedings and outcomes.
- A briefing session and site tour.
- Design and review sessions, and
- The concluding presentation and comments.

An example of an agenda for a three day Workshop is shown below. This can of course be varied to meet the needs of a particular project but provides a guide as the time typically needing to be devoted to different elements of the Workshop when developing an agenda.

Day 1 :

Morning	Setting-up of the Workshop venue
12.45 - 1.00pm	Registration of participants
1.00 - 1.10pm	Welcome by the Responsible Authority (and the venue host and other Partners as necessary/appropriate)
1.10 - 2.15pm	Introductory presentation on the principles of best practice, sustainable urban design that will be used to frame the Workshop proceedings and outcomes
2.15 - 2.30pm	Afternoon tea
2.30 - 5.30pm	Site briefing : presentation of Briefing Papers
6.00pm	Dinner (workshop group and other invitees, for example local Councilors)

Day 2 :

9.00 - 9.05am	Clarify expectations for Day 2
9.05 - 9.30am	Review of context and site analysis information
9.30 - 11.00am	Site tour
11.00 - 11.15am	Morning tea
11.15 - 12.30pm	Design session 1 (e.g. analysis of existing sub-regional structure, commence proposed sub-regional structure)
12.30 - 1.00pm	Lunch
2.00 - 2.45pm	Internal review
2.45 - 5.00pm	Design session 2, includes afternoon tea (e.g. refine proposed sub-regional structure, commence town/detail plans)
5.00 - 6.00pm	Design review 1 - Workshop Group and Consultation Group

Day 3 :

9.00 - 9.05am	Clarify expectations for Day 3
9.05 - 11.30am	Design session 3 (e.g. refine proposed town/detail plans), includes morning tea
11.30 - 12.30pm	Design review 2 – Workshop Group and Consultation Group
12.30 - 1.00pm	Lunch
1.00 - 4.00pm	Design session 4 (Refine and finalise drawings), includes afternoon tea (Sufficient time should be allowed during this session for compiling all relevant outputs into a format suitable for presentation to the Consultation Group – the use of digital photography and a 'Power Point' format using a standard, pre-made template can significantly shorten this process, potentially allowing the designers more time before drawings need to be finalised)
4.00 - 6.00pm	Final Presentation - Workshop Group and Consultation Group
6.00pm	Venue clean-up/hospitality

Part B : Logistics

4.0 Organising the venue

The Responsible Authority and Partners will agree on the choice of venue. A local venue, close to the subject site, is recommended. Where the Responsible Authority is not already familiar with a proposed venue, an inspection is advisable before the choice is made; a scaled layout plan can help to assess suitability to meet the requirements set out in the following tables. The venue needs to accommodate :

Activity	Comments
Presentations	Seats to be arranged for slide presentation/design pin-ups on boards - black-out condition necessary
Designing	Tables set up for 4-5 teams of 5 participants each
Meals	Kitchen/coffee area/toilets

Requirements for an Enquiry-by-Design Workshop venue :

Requirements	Y/N
Can accommodate at least about 40 people + tables/presentation area	
Located near the site	
Has good natural lighting/ black-out capability	
Air conditioning/heating	
Secure and insured for equipment and people	
Early opening/late closing times	
Access to toilets/kitchen/coffee area	
Numerous power outlets for desk lamps and other equipment	
Wall space for pin-ups (or provide 'foam core' boards)	

4.1 Organising the catering

The Responsible Authority should organise the catering arrangements. For simplicity, the caterer should be asked to provide healthy, buffet-style food. A typical menu might be :

- Arrival/registration : coffee, tea, bottled water + biscuits
- Morning/afternoon tea : as above
- Lunch : sandwiches/rolls/fruit/coffee, tea, bottled water
- Dinner on Day 1 : at a local restaurant (for Workshop Working Group members and other invitees)

Information should be given to the caterer on :

- the number of participants; and
- approximate meal times

4.2 Organising the equipment

The Responsible Authority should organise, and make arrangements for the installation/setting-up (and removal as necessary at the end of the Workshop), of the following basic equipment :

	Equipment for the design studio sessions	Number	Y/N
1	Tables 2/team (say 5 teams)	10	
2	Chairs	Approx. 40	
3	Access to a photo copier + A4/A3 paper	1	
4	Access to a phone/fax	1	
5	Rubbish bins	2	
6	First aid kit	1	

	Equipment for the presentation	Number	Y/N
1	Slide projector, spare bulbs and stand, remote control + screen	1/2	
2	Stick and/or laser pointer	1	
3	Power extension cords	2	
4	Presentation boards (1.5m-2m) for pin-ups	5	
5	Overhead projector	1	
6	Lap-top computer with Power Point software	1	
7	Desk Top Projector	1	
8	Digital camera (for preparing the final presentation)	1	

	Equipment for drawing	Number	Y/N
1	Pens	5 sets	
2	Pencils + sharpeners	5 sets	
3	Coloured pencils	5 sets	
4	Erasers	5	
5	Compasses	5	
6	Scale rulers	15	
7	Ped shed mapping equipment	5 sets	
8	Desk lamps	5	
9	A0 sheets detail paper	40	
10	A4 paper/A4 writing pads	20	

The exact extent and nature of the equipment needed will be determined by the Workshop subject and venue, for example some venues may have in-house presentation equipment and pin-up facilities. Some presenters and participants will also bring their own equipment, however that should never be assumed or relied on, and back-ups of key items are always useful.

In addition to the equipment needed to produce and present drawings, a library of relevant reports and other research material, including data collected before the Workshop and any relevant statutory documents and 'standards', should be provided for use as references by the participants. Predicting what may be needed and having the material on hand can save considerable time during the Workshop itself.

5.0 Choosing and inviting the Enquiry-by-Design Workshop participants

The Responsible Authority, in consultation with Partners, should compile a list of Workshop participants, including both Working Group members who will be present throughout the Workshop, and community representatives and others forming the Consultation Group, who will be invited principally to the design review sessions.

The Workshop Working Group :

These people will attend the whole Workshop, and will collectively develop the designs and other outcomes for presentation at the end of the process. The aim is to arrange multi-disciplinary design teams of 4-5 people with a range and balance of skills and backgrounds.

The list below indicates some of the most relevant choices for Workshops with a design focus :

- Town planners
- Architects
- Urban designers
- Major land owners and developers
- Traffic engineers
- Environmental scientists
- Landscape architects
- Economic development/retail development specialists

The aim will be to choose around 20 Working Group participants; larger groups can be difficult to manage in a Workshop context. Some of the necessary skills may be available to the Responsible Authority and Partners 'in-house', while others may have to be engaged as contracted consultants. Depending on the issues being covered, some Workshops may require input from specialists outside the above list, for example public transport planning and operations.

While Enquiry-by-Design Workshops are typically non-binding, it is always useful to choose Working Group participants who can speak with some authority in their areas of specialisation. Openness, flexible thinking and a willingness to listen are also useful attributes for good team dynamics.

It is important to ensure that Working Group participants can attend for the entire event.

The Workshop Consultation Group :

This Group will be present mainly at the design review sessions, although some individuals may attend at other times. This group will be made up mainly of those with a clear interest in the outcomes, either as decision makers, implementers or 'clients'.

This group may include local Members and local Councilors, representatives from community groups, representatives from other agencies for whom the outcomes have funding and service delivery implications, etc. Principal property owners and occupiers may also be invited where appropriate.

The design review and presentation sessions are typically not open, public meetings in the full sense, however care should be taken in choosing invitees, to avoid appearances of exclusivity or selectivity.

Invitations :

If there is time, mail all invitations, if not telephone and follow up with a faxed invitation. All invitations should contain an RSVP requirement, with a deadline; if the initial choice of participant cannot attend, time to identify and invite replacements will be needed.

The invitation should convey the following basic information to potential participants :

- Enquiry-by-Design workshop name
- Workshop dates and Agenda
- Venue address and location
- Objectives of the Workshop
- Briefing requirements (if the invitee is being asked to make a presentation at the briefing session).
- Location/site maps

The Responsible Authority should agree with Partners on the content of the invitation before it is sent. Different invitations may need to be sent to Working Group and Consultation Group members, differentiating roles and attendance requirements.

5.1 Introducing the Enquiry-by-Design Workshop to Participants

The Responsible Authority should coordinate the production and distribution of a Briefing Booklet to be issued to all the participants who have agreed to attend. The Booklet should be distributed at least a few days before the start of the Workshop.

The Booklet information will typically include the following :

- An introduction, including the objectives and expected outcomes of the Enquiry-by-Design Workshop
- Site mapping
- The Workshop Agenda; and
- Concise briefing statements on topics to be presented at the Workshop (e.g. transport issues, Local Government strategic objectives etc)

5.2 Organising Working Group Teams

Once the list of Working Group participants is known, the Responsible Authority should allocate the participants into teams of 4-5 people.

The aim is to ensure that each team has a good mix of skills, level of expertise, drawing ability and debating power, and to carefully consider what people could reasonably be expected to contribute to the process.

Teams will usually be multi-disciplinary in make-up, but there may be a need for one or more teams with a specific focus, for example to explore traffic and transport issues in detail. Each team should have a coordinator

who may be asked to report the team's deliberations, liaise with the overall Workshop facilitator, and present outcomes at the review sessions.

Nametags should be provided for all, and may highlight team coordinators.

Task	Y/N
Organise Workshop Working Group teams	
Make name tags	

Forming teams :

Participant	Team 1	Team 2	Team 3	Team 4	Team 5
Coordinator					
Urban Designer/Architect					
Planner					
Developer					
Traffic engineer					
Environmental planner					
Landscape architect					
Councilor					
Community rep.					
Gov. agency reps.					
Consultant/s					

6.0 Preparation of Existing Conditions Plans

There are 3 basic types of graphic information for most Workshops :

- base plans;
- context and site analysis plans (information about the site, usually applied by hand onto the base plans);
- aerial photographs (optional).

The Responsible Authority should provide, or arrange for the provision of, all base plans. The Responsible Authority will need to agree with Partners on :

- the level of detail;
- appropriate scales;
- the extent of the drawing area (usually on an A0 sheet); and
- the number of prints required.

6.1 Base plans

While the choice should obviously suit the subject matter, there are typically 3 scales of base drawings :

Task	Scale	Typical detail required	Y/N
Regional plan	1:20 000	<ul style="list-style-type: none"> • existing and proposed transportation routes • cadastre (made bold) • retail centres • office centres • community facilities • regional open space • schools • industrial areas • municipal and other jurisdictional boundaries 	
Sub-regional plan	1:10 000	<ul style="list-style-type: none"> • cadastre • road and rail reserves • major flood plains • community facilities • parks • municipal and other jurisdictional boundaries • contours (max 1m intervals) • major utilities and their easements (main sewers, gas, electricity and water) • noise contours • odour buffers 	
Detailed site plan	1:5000 1:2500/ 1:1250	Includes information as shown on 1:10 000 <ul style="list-style-type: none"> • rail tracks • significant natural vegetation • building footprints • ownership boundaries of development opportunity sites • heritage or cultural features 	

6.2 Context and site analysis plans

The Responsible Authority should agree with Partners on the extent of urban design mapping analysis requirements. Analytical information should be added to the above base plans generally in accordance with the Context and Site Analysis Application Information Requirements of the WAPC's *Liveable Neighbourhoods Code*.

Additional plans may be provided where appropriate, including :

Task	Scale	Detail required	Y/N
Metro context plan	1:50000	MRS zoning	
Zoning map	1:20000	Local TPS zoning	

6.3 Aerial photographs

While not essential in all cases, up-to-date aerial photographs are a very useful source of information at design-based Workshops. (Historical photos may also provide useful information on change over time and by seasons).

Appropriate scales and the extent of the photo coverage should be agreed between the Responsible Authority and Partners.

Task	Scale	Detail required	Y/N
Sub-regional	1:10 000	Ortho-photography with cadastre over	
Site plan	1:5000	Ortho-photography with cadastre over	

7.0 Organising the site tour

A site tour is essential for participants to understand the context and features of the site.

The Responsible Authority should map out a tour route, ensuring that the subject site is indicated on the orientation maps, and provide copies to participants. If some participants are not able to attend the site tour, they should be encouraged to familiarise themselves with the site by a separate, personal visit before the Workshop.

Task	Y/N
Decide on tour route	
Decide mode of tour and book transport if necessary	
Organise annotated tours maps for participants	

8.0 Site briefing information and the selection of presenters

Information is required on the site to enable participants to gain a good understanding of the existing conditions and the main issues to be faced. The range and thoroughness of the briefing topics will depend upon the objectives of the Workshop, the complexity of the site and the scope of the issues being addressed.

Briefing information should be place-based and up-to-date, with each topic conveyed in a five-to-ten minute presentation with questions and discussion after. Presenters need to have a sound knowledge of their topics, and should be able to field questions and follow up on issues raised as necessary throughout the Workshop. If a topic is significant enough to justify a briefing, then it will usually be central to the issues being examined, and often presenters will also be Working Group members.

The information to be conveyed at the briefing session should also be prepared in advance in written form, for inclusion in the Briefing Booklet (see 5.1). Site and context analysis information should also be presented to the Working Group before design sessions commence.

9.0 Enquiry-by-Design Workshop facilitators

The choice of an effective facilitator can be fundamental to the success of a Workshop. A facilitator's role is to :

- raise awareness of best practice, sustainable urban design principles and their practical application on the site;
- act as a mediator;
- act as a motivator; and
- critique presentations.

Tasks include:

- ensuring that all team members introduce themselves and explain their roles within the process;
- encouraging all participants to discuss design ideas;
- encouraging all participants to draw or otherwise record their ideas;
- keeping the team enthused;
- keeping progress under review;
- mediating disagreements and finding common ground; and
- coordinating and 'mc-ing' the design reviews and the final presentation.

10.0 Publicity

Where appropriate a Responsible Authority spokesperson should be nominated to be responsible for arranging any necessary publicity of the Workshop event and for liaising with media interests, for example local newspapers or radio stations.

10.1 Recording the proceedings

A record of the proceedings is essential, and will form the main basis for the Enquiry-by-Design Workshop Outcomes Report (see below). Recording may best be undertaken by a person specifically engaged for that task, who can take an overview of proceedings, rather than by someone who is also a member of one of the Workshop Working Groups.

The principal requirements are :

- Recording of the design review sessions and final presentation, including questions and answers; and
- A photographic record of the final presentation Workshop drawings – digital photography is quick and allows for easy later use and manipulation of the images for inclusion in an Outcomes Report; other significant graphic outputs, for example options drawings, should also be photographed, so that the process leading to outcomes can later be articulated and understood.

The Responsible Authority should retain custody of the original drawings produced at the Workshop, however information should be freely shared across all participants as and when requested.

10.2 Enquiry-by-Design Workshop Outcomes Report

The Responsible Authority should co-ordinate the writing of a concise report on the Workshop outcomes, including a record of the proceedings and relevant discussion and debate. The Report should be written to allow non-participants to follow the process, and in particular to understand how and why outcomes were reached.

The Report should include details on the following:

- The Workshop objectives
- The issues faced
- A summary of the Workshop final presentation review session and comments
- The final presentation drawings with keynoted details
- The possible options identified for resolving the issues
- The implementation and staging of outcomes
- Any requirements for further research, and
- Any recommendations on ways in which the Enquiry-by-Design Workshop process could be improved.

A well-presented and comprehensive Outcomes Report can take some time to produce. To avoid the loss of momentum and enthusiasm gained by the Workshop itself, consideration should be given to producing an Interim Outcomes Report. If the final Workshop presentation is given in 'Power Point' form it can, with some editing and additions/linking material, provide a simple basis for an Interim Report.

12.5. COMMUNITY SERVICES

12.5.1 REQUEST FROM EAST KIMBERLEY CRICKET ASSOCIATION (8669)

DATE:	19 May 2009
PROPONENT:	East Kimberley Cricket Association
LOCATION:	Kununurra Townsite
AUTHOR:	Megan Alchin, A/Executive Manager Community Services
REPORTING OFFICER:	Megan Alchin, A/Executive Manager Community Services
FILE NO:	30.10.05
ASSESSMENT NO:	N/A

PURPOSE

This item presents a request by the East Kimberley Cricket Association to install a cricket pitch at the Town Oval.

Background:

- The East Kimberley Cricket Association (EKCA) was re-established in 1992, playing at the Agricultural Showground's oval.
- In approximately, 1994 the EKCA moved to the town oval. This was primarily due to the Ag Oval being bumpy & potentially dangerous as a rolling ball is prone to leap off an uneven surface and cause injury. This is due to horse and cattle traffic. Also the season was interrupted by the Ag Show. Facilities being rudimentary at that time, the Town Oval offered a variety of advantages, including better oval, availability of lunch and a more enjoyable post game atmosphere.
- Around 1997, the EKCA had 4 teams and the School oval was also used.
- In 1999 the EKCA commenced building nets (with lights) at the town oval at an approximate cost of \$23 200 (SWEK contributed one third of the cost \$7750 ref letter FNC3/2:A1214 and the EKCA raised the remainder).
- In approx 2000 the EKCA moved entirely to the School Oval (KDHS) due to the Town Oval pitch being damaged (and possibly removed) by the Shire during the uncovering for the upcoming season.
- Teams have continued to use the Town oval nets and lights for training but they are now in critical need of repair.
- 2004 EKCA became an incorporated body.
- 2005 the KDHS replaced the carpet on the pitch, due to damage from vandalism, through their insurance.

In recent years cricket within the town has been in decline despite initiatives from the EKCA to attract and maintain new players to the competition. Also there are many competent cricketers around town who are not involved with their chosen sport due to some limiting factors with the competition.

The EKCA recognises that limitations include:

- Start time of the cricket matches, 9am on Sunday mornings (40 overs per side)
- Time of year when cricket is played. Due to the lack of lighting, Sunday (commencing in the morning) is one of only two options for cricket to be played. It is impacted heavily by other sporting events, social and family events and locals hosting visitors during the dry season.
- The KDHS oval is an inadequate size for senior cricket
- Footballers who are willing to play cricket are too fatigued to play due to the match timing and travelling requirements throughout the EKFL season.
- Lack of stability due to the KDHS discretion on the use of the oval. The EKCA aims to strengthen the participation of cricket within the Shire and has outlined the following plan to demonstrate how this will be achieved.

BACKGROUND

Nil

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There are no immediate financial implications however the East Kimberley Cricket Association intend on submitting an application to the Shire's Annual Grant round, ending 31 May 2009, for this project.

STRATEGIC IMPLICATIONS

Key Result Area 2 – Community includes the objective, "Equitable access to quality recreational facilities and services".

COMMUNITY CONSULTATION

Consultation was conducted by the East Kimberley Cricket Association where comment was requested regarding the proposal from other regular users of the Town Oval. The East Kimberley Football League, Kununurra Frisbee Club, and Western Australian Football Commission are all in support of the proposal, and discussions have been held with softball players and have received positive feedback.

COMMENT

The East Kimberley Cricket Association would like to install a new cricket pitch in Kununurra and presented two options: Town Oval (preferred option) and the proposed Indigenous Hostel Oval.

Benefits and limitations for each of the proposed sites were outlined in the letter as below:

Option 1, Town Oval (Preferred option by the EKCA)

Benefits

- The location of the Town Oval is ideal to facilitate a partnership with the Ord River Sports Club. Preliminary discussions with the Sports Club committee were positive. They are prepared to aid the EKCA in proposed fund raising activities.
- The competition will be held once the EKFL, Softball Association (depending on completion as this has varied in past years) and many other sports' seasons are finished. This indicates the willingness of the EKCA to find our place on the Town Oval bookings calendar.
- The format of the Twenty 20 competition is more compatible to attract new players from other sports such as AFL and indoor cricket.
- The location of the town oval will attract many spectators to the games to help raise the profile of cricket within the town. This will be useful for the following season to attract new members.
- Matches played during the evening will be more suitable to the more experienced players as the current matches are played during the middle of the day which is physically draining on all players.
- Potential for rule changes to suit the town and cater for the broad range of abilities and availabilities.
- Would enable the use of the town oval to be distributed throughout the year.
- Increase the use of the town oval, potentially increase revenue for the Shire and Ord Valley Sports Club

Limitations

- The Town oval is well utilised and installing a cricket pitch requires the support of other oval user groups.

Option 2, Proposed Indigenous Hostel Oval

Benefits

- Funding for the installation of a cricket pitch and cover may be included within the overall oval construction cost.
- Improved flexibility of which night cricket may be played due to an overall decrease in user groups relative to the Town Oval. This is based on our understanding that this new oval would be lit to a suitable standard for small ball sports.
- An opportunity to establish a new home for cricket within the town and establish a new culture within the new location.

Limitations

- The new competition will be away from the town centre and unable to develop a partnership with the Ord River Sports Club which is key to successful fund raising.
- The timing for construction and establishment of a suitable grassed surface of this new oval is not clear at this stage.

- Facilities for spectators (families etc) and providing meals, drinks during and after the games would be limited compared to the Ord River Sports Club.

Due to the ambiguity surrounding the construction of the Indigenous Hostel Oval, and the clear benefits outlined by the Cricket Association for use of the Town Oval, it is considered that support should be given to the Association for the installation of a cricket pitch at the Town Oval.

Consideration will need to be given regarding the use and maintenance of the cricket pitch and it is therefore recommended that if the Cricket Association are successful in obtaining funds to build the pitch, that a memorandum of understanding (MOU) be established between the Shire and the Cricket Association. The MOU will outline roles and responsibilities of each party with regards to topics such as maintenance, hiring of the oval, and covering of the pitch when not in use.

Although the Cricket Association has obtained support from regular users of the Town Oval, is Council support this proposal a letter will be sent to users allowing for any objections to be submitted.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council give in principal support to the proposed installation of a cricket pitch at the Town Oval by the East Kimberley Cricket Association, subject to feedback by regular Town Oval users, funding, and a memorandum of understanding between the East Kimberley Cricket Association and the Shire of Wyndham East Kimberley regarding pitch use and management.

COUNCIL DECISION

Minute No. 8669

***Moved:Cr D Ausburn
Seconded:Cr P Caley***

That Council give in principal support to the proposed installation of a cricket pitch at the Town Oval by the East Kimberley Cricket Association, subject to feedback by regular Town Oval users, funding, and a memorandum of understanding between the East Kimberley Cricket Association and the Shire of Wyndham East Kimberley regarding pitch use and manage

CARRIED UNANIMOUSLY: (8/0)

12.5.2 APPLICATION TO COMMUNITY CULTURAL AND ARTS FACILITIES FUND (8670)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Kununurra Leisure Centre
AUTHOR:	Megan Alchin A/Executive Manager Community Services
REPORTING OFFICER:	Megan Alchin A/Executive Manager Community Services
FILE NO:	36.08.01
ASSESSMENT NO:	N/A

PURPOSE

This item recommends that Council apply for funding from the Community Cultural and Arts Facilities Fund (CCAFF) for funding of the Kununurra Leisure Centre Hall stage upgrade project.

BACKGROUND

Community Services officers in conjunction with the Kununurra Amateur Theatre Society (KATS), have been proposing a sound and lighting upgrade of the Town Hall (located within the Leisure Centre) for a number of years.

Specifically, the upgrade involves replacement of the redundant lighting control system, installing a public-address (PA) system, purchasing a stage ladder and an electronic elevated platform to access sound and lighting equipment at the Hall, and making improvements to dressing rooms and stage.

The existing audiovisual equipment in the Hall is more than 20 years old and is inadequate for even small scale amateur rehearsals and performances. As a result, local and travelling cultural and music performances are required to provide AV equipment which is cost-prohibitive due to Kununurra's remote location. Therefore, Kununurra residents are deprived of regular cultural performances.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Community Cultural and Arts Facilities Fund stipulates that Council must match the funding applied for in the grant application, and this figure cannot exceed one third of the total project cost. Therefore a Council contribution of \$25,000 is needed for this \$90,000 project – dependant on receiving funding from

other grants. KATS have committed to contributing \$10,000 to the Hall upgrade which will be included in Council's contribution.

STRATEGIC IMPLICATIONS

Key Result Area 1 – Infrastructure includes the objective, “A range of quality public facilities that meet a diversity of interests”.

COMMUNITY CONSULTATION

Consultation has occurred between KATS and other arts and performing groups in Kununurra, as well as external arts organisations and companies such as the Black Swan State Theatre Company and Country Arts WA.

COMMENT

An application has been submitted to the Royalties for Regions funding for \$20,000 and an application will be submitted to Lotterywest for a further \$20,000. With Council's contribution (which includes a contribution from KATS) of \$25,000 and CCAFF funding of \$25,000, this equates to a \$90,000 project.

A budget based on quotes received and estimates for the upgrade of the hall are as follows:

EXPENDITURE	\$
PA System	12,078
Lighting	28,797
Installation	9,000
Freight	2,500
Elevated work platform	25,000
Air-conditioning upgrade	10,000
Stage repairs	2,625
Total	\$90,000

A condition of applying for funding through the CCAFF grant is that Council endorse the application. An excerpt from the funding terms and conditions states “All applications, along with the original Local Government form and Ordinary Council Meeting minutes, are then forwarded to the DCA by, and no later than, the nominated closure date.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That Council:-

1. Apply for funding from the Community Cultural and Arts Facilities Fund for upgrading the Kununurra Community Hall located within the Kununurra Leisure Centre
2. Apply for a sum of \$25,000
3. Allocate \$25,000 matching funding in the 2009/2010 budget as required in the terms and conditions of the Community Cultural and Arts Facilities Fund

COUNCIL DECISION

Minute No. 8670

Moved:Cr J Parker

Seconded:Cr D Ausburn

That Council:-

1. ***Apply for funding from the Community Cultural and Arts Facilities Fund for upgrading the Kununurra Community Hall located within the Kununurra Leisure Centre***
2. ***Apply for a sum of \$25,000***
3. ***Allocate \$25,000 matching funding in the 2009/2010 budget as required in the terms and conditions of the Community Cultural and Arts Facilities Fund***

CARRIED UNANIMOUSLY: (8/0)

12.5.3 DRAFT PERCENT FOR ART POLICY CMS 3 (8671)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Megan Alchin A/Executive Manager Community Services
REPORTING OFFICER:	Megan Alchin A/Executive Manager Community Services
FILE NO:	34.14.08
ASSESSMENT NO:	N/A

PURPOSE

This report relates to the preparation of a draft Percent for Art Policy that details the requirement for new capital works projects costing \$1 million dollars and above to include expenditure of one percent of total project costs to be spent on art works.

BACKGROUND

This draft Policy has been prepared based on a similar initiative by the Western Australian State Government.

The State Government's Percent for Art scheme was established in 1989. The scheme commenced with two stages of five pilot projects in the early 1990's and has now built up to include a number of State Government building projects.

The Western Australian Percent for Art Scheme allocates one per-cent of the estimated total construction cost of each State capital works project (which is \$2million and over) to a commissioned Western Australian artwork. This includes refurbishments as well as new building works.

STATUTORY IMPLICATIONS

Nil.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

Key Result Area 2 – Community includes the objective “Provide community and cultural development”.

COMMUNITY CONSULTATION

Nil.

COMMENT

Other Councils in Western Australia are following the lead of State Government by adopting a similar percent for art policy as the state.

Including a provision for art in major capital works not only creates opportunities for artists, but also adds aesthetic value to buildings and parks. If local artists provide the artwork then an additional sense of community ownership is achieved.

A foreseeable issue with adopting this policy is the fact that highly visible art often causes controversy due to individual opinions and taste.

ATTACHMENTS

Attachment 1 – draft Community Services Policy 3 - Percent for Art.

VOTING REQUIREMENT

Simple majority

OFFICER'S RECOMMENDATION

That Council resolve to adopt the draft Community Services Policy 3 – Percent for Art as shown in Attachment 1 (with or without modification by Council).

COUNCIL DECISION

Minute No. 8671

Moved:Cr K Wright

Seconded:Cr R Boshammer

That Council resolve to adopt the draft Community Services Policy 3 - Percent for Art as shown in Attachment 1

CARRIED UNANIMOUSLY: (8/0)

Attachment 1

POLICY NO:	CMS 3
DIVISION:	Community Services
SUBJECT:	Percent for Art
REPORTING OFFICER:	Executive Manager Community Services
ENABLING LEGISLATION:	N/A

OBJECTIVE:

To improve the quality of the built environment and value of public facilities, and identify and create new professional and economic opportunities for artists, by voluntarily adopting a similar policy to the State Government's Percent for Art scheme.

POLICY:

Qualifying criteria for this Policy includes:

1. Projects costing \$1 million dollars and above;
2. Projects are to be capital works pertaining to building and parks (and excludes roads, drains, and bridges); and
3. Projects can include new buildings and parks, or modifications and improvements to existing buildings and parks.

Council will allocate one (1) percent of total project costs to be expended on works which are artistic, cultural, or pleasing to users and visitors of the building or park, which are additional to the primary purpose of the building or park.

Tenders or Expressions of Interest will be called for the creation of the art works simultaneously with the request for tender for the capital works for the project.

Council will have the opportunity to specify the artistic works for the project and where no preference is given, tenders will allow for the artist to present designs.

Tender/Expressions of Interest submissions will be presented to Council following standard procedures such as at a Briefing Session and then a Council meeting.

ADOPTED:
REVIEWED:
AMENDED:

12.6. CHIEF EXECUTIVE OFFICER

12.6.1 REVIEW OF DELEGATIONS REGISTER (8672)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Jo-Anne Ellis Executive Manager Corporate Services
REPORTING OFFICER:	Peter Stubbs Chief Executive Officer
FILE NO:	60.01.07
ASSESSMENT NO:	N/A

For Council to consider and adopt the revised Delegations Register.

BACKGROUND

The Local Government Act 1995 allows Council delegation of certain powers to expedite a range of functions and services to the community, by allowing decisions to be made by Senior Officers within defined boundaries.

The Local Government Act requires a review of delegations at least once each financial year. Council reviewed and adopted its delegations in July 2007 so a review is required prior to 30 June 2009.

Without delegated authority a large volume of matters would need the full and formal consideration of Council. This would have effect of delaying services to the community and detracting from the ability of Council to focus on more strategic issues.

STATUTORY IMPLICATIONS

Local Government Act 1995

5.42 Delegation of some powers and duties to CEO

- (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

** Absolute majority required.*

- (2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

5.43. Limits on delegations to CEO's

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;

- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (h) any power or duty that requires the approval of the Minister or the Governor; or
- (i) such other powers or duties as may be prescribed.

5.44. CEO may delegate powers and duties to other employees

- (1) A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under this Act other than this power of delegation.
- (2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.
- (3) This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the CEO under section 5.42, but in the case of such a power or duty —
 - (a) the CEO's power under this section to delegate the exercise of that power or the discharge of that duty; and
 - (b) the exercise of that power or the discharge of that duty by the CEO's delegate,

are subject to any conditions imposed by the local government on its delegation to the CEO.

- (4) Subsection (3)(b) does not limit the CEO's power to impose conditions or further conditions on a delegation under this section.
- (5) In subsections (3) and (4) —
“conditions” includes qualifications, limitations or exceptions.

5.45. Other matters relevant to delegations under this Division

- (1) Without limiting the application of sections 58 and 59 of the *Interpretation Act 1984* —
 - (a) a delegation made under this Division has effect for the period of time specified in the delegation or where no period has been specified, indefinitely; and
 - (b) any decision to amend or revoke a delegation by a local government under this Division is to be by an absolute majority.

- (2) Nothing in this Division is to be read as preventing —
 - (a) a local government from performing any of its functions by acting through a person other than the CEO; or
 - (b) a CEO from performing any of his or her functions by acting through another person.

5.46. Register of, and records relevant to, delegations to CEO's and employees

- (1) The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.
- (2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.
- (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Community Consultation is not required in relation to this item.

STRATEGIC IMPLICATIONS

Nil

COMMENT

Delegation 97 Authority to Order has been amended by a decision of Council twice with the latest revision being 18 March 2008. This amendment updates the July 2007 register.

The delegations register has been presented to briefing sessions late in 2008. Managers have recommended the register be updated as per the attached delegations register. Tracking of changes made are shown on the document to enable Elected Members to clearly identify any changes.

ATTACHMENTS

Revised Draft Delegations Register, (July 2007 Updated)

VOTING REQUIREMENT

Absolute Majority

RECOMMENDATION

That Council adopt the revised draft Delegations Register to replace the Delegations Register adopted in July 2007.

COUNCIL DECISION

Minute No. 8672

***Moved:Cr D Ausburn
Seconded:Cr J Parker***

That Council defer this report till the June Briefing Session to discuss further.

DEFERRED: (8/0)

SHIRE OF Wyndham East Kimberley

DELEGATIONS REGISTER

Adopted 17 July 2007

INTRODUCTION

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation.

The Council of the Shire of Wyndham East Kimberley has resolved to adopt and delegate the functions referred to within this Delegations Manual to the Chief Executive Officer.

The Local Government Act, 1995 Section 5.46 (3) requires that a person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty. Further, Regulation 19 of the Local Government (Administration) Regulations requires that where a power or duty has been delegated under the Act to the CHIEF EXECUTIVE OFFICER or to any other local government employee, the person to whom the power or duty has been delegated is to keep a written record of -

- a) How the person exercised the power or discharged the duty;
- b) When the person exercised the power or discharged the duty; and
- c) The persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty.

For recording purposes the discharge of delegations is recorded in a Monthly Report to Council.

The Council has delegated various functions to the Chief Executive Officer. In turn some of those delegations have been sub delegated to senior officers and these are shown in each delegation.

In addition certain functions empowered to the Chief Executive Officer by the Act have been also been sub delegated to senior officers.

In any instance where a delegation is to be conveyed by the delegator in writing then this manual of delegations shall be the relevant instrument and as such is signed by the Shire President and Chief Executive Officer on the front cover.

5.43 . Limits on delegations to CHIEF EXECUTIVE OFFICERS

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;

- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (h) any power or duty that requires the approval of the Minister or the Governor; or
- (i) such other powers or duties as may be prescribed.

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#1 (COUNCIL)	ENFORCEMENT & LEGAL PROCEEDINGS
<p>The Chief Executive Officer is delegated authority to appoint persons to initiate prosecutions or other legal actions on behalf of Council under the Local Government Act 1995 and Council's Local Laws. Further, the Chief Executive Officer is delegated authority to appoint persons or classes of persons to be authorised for the purposes of performing particular functions as specified by the Chief Executive Officer. The appointments being those referred to in Section 9.10 of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#2 (COUNCIL)	TENDERS
<p>Unless otherwise specified, the Chief Executive Officer is delegated authority to accept a tender when the consideration involved does not exceed \$100,000 provided that appropriate provision is made in Council's Budget.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Sections 5.42/5.43(b))
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#3 (COUNCIL)	PROPERTY – ACQUISITIONS & DISPOSALS
<p>The Chief Executive Officer is delegated authority to acquire or dispose of any property (other than land) valued at an amount not exceeding \$100,000 provided that appropriate provision is made on Council's Budget.</p> <p>The Chief Executive Officer is delegated authority to call tenders and/or quotations.</p> <p>The Chief Executive Officer is further delegated authority to accept a tender</p>	

Deleted: for the changeover of vehicles.

Deleted: purchase the appropriate light vehicle or to

<p>provided the tender amount does not exceed the amount determined by Council in accordance with Section 5.43(b).</p> <p>This delegation shall only be exercised when provision of sufficient funds for the purpose has been made in Council's budget.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Sections 5.42/5.43(d))
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services, Executive Manager Corporate Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: for the light vehicle

Deleted: Executive Manager Engineering and Development Services

#4 (COUNCIL)	IMPOUNDING GOODS
<p>The Chief Executive Officer is delegated authority to:</p> <ol style="list-style-type: none"> (1) Authorise an employee in accordance with Section 3.39 to remove and impound any 'goods that are involved in a contravention that can lead to impounding. (2) Take appropriate action in respect to impounded non-perishable goods in accordance with Section 3.42. (3) Give notice in accordance with Section 3.44 to collect goods. (4) Refuse to allow goods to be collected until all costs have been paid in accordance with Section 3.46. (5) Sell confiscated or uncollected goods in accordance with Section 3.47. (6) Take action to recover expenses in accordance with Section 3.48. 	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services, Kununurra Works Manager, Rangers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: Manager Technical S

#5 (COUNCIL)	SALE OF IMPOUNDED/SEIZED/CONFISCATED VEHICLES, ANIMALS OR GOODS
<p>The Chief Executive Officer is delegated authority to dispose of any vehicles, animals or goods that have been impounded/seized/confiscated under the provisions of Section 3.47 and 3.58 of the Local Government Act 1995.</p> <p>The Chief Executive Officer may dispose of the above only after calling public tenders in accordance with Part 4 of the Local Government (Functions and General) Regulations. The Chief Executive Officer is authorised pursuant to Section 5.43 (b) of the Local Government Act 1995 to accept any tender up to the value of \$10,000. Tenders for amounts exceeding \$10,000 shall be referred to the Council for consideration.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services, Kununurra Works Manager
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

~~Deleted: Executive Manager Engineering and Development Services~~

~~Deleted: Manager Technical S~~

#6 (COUNCIL)	LOCAL LAWS
<p>The Chief Executive Officer is delegated authority to perform the following powers/duties in relation to local laws made under the Local Government Act 1995 and any other Act:</p> <ol style="list-style-type: none"> (1) Give statewide public notice and provide the appropriate Minister with a copy of the proposed local law and the statewide public notice as required under Section 3.12(3). (2) After making a local law, publish it in the Gazette and give a copy to the appropriate Minister as required under Section 3.12(5). (3) After the local law has been published in the Gazette give statewide public notice in accordance with Section 3.12(6). (4) Take reasonable steps to ensure that the inhabitants of the district are informed of the purpose and effect of all of its local laws as required under Section 3.15. (5) Give State wide public notice stating intention to review a local law as required under Section 3.16(2). (6) After the last day for submissions on the proposed review of a local law, consider the submissions and prepare a report for submission to Council as required under Section 3.16(3). 	

(7) After the Council has made a determination in respect of the local law review, give statewide public notice as required under Section 3.16(5).	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Manager Engineering and Regulatory Services, Executive Manager Town Planning and Economic Development.
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: Executive Manager Town Planning

#7 (COUNCIL)	EXECUTIVE FUNCTIONS - DUTIES
<p>The Chief Executive Officer is delegated authority to perform the following duties, so far as is reasonable and practicable, on behalf of Council in regard to the performance of executive functions (refer Section 3.21):</p> <ol style="list-style-type: none"> (1) Ensure that the lawful use of any land, thoroughfare or premises is not obstructed, and any reasonable request that a person makes to avoid such obstruction is met. (2) Ensure that as little harm or inconvenience is caused and as little damage is done as is possible. (3) Ensure that danger to any person or property does not arise from anything done on land. Ensure that anything belonging to the Local Government, or to a person who has exercised a power of entry on its behalf, that has been left on any land, premises or thing entered is removed as soon as practicable unless this Act expressly allows it to be left there. (5) Ensure that buildings, fences, and other structures are not disturbed nor damaged. (6) Ensure that when the Local Government enters land that is fenced, it enters through the existing and usual openings in the fence unless it is expressly authorised to open the fence. (7) Ensure that any physical damage done to any land, premises or thing, is immediately made good unless compensation has been or is to be paid. 	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)

DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#8 (COUNCIL)	CERTAIN THINGS TO BE DONE IN RESPECT OF LAND
<p>The Chief Executive Officer is delegated authority to authorise any person to exercise on behalf of the local government the powers given to a local government by Subdivision 2 (Certain Provisions about Land) of the Act.</p> <p><i>(Refer Section 3. 24.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#9 (COUNCIL)	POWER OF ENTRY
<p>The Chief Executive Officer is delegated authority to exercise all of the powers and duties of the local government in respect to the powers of entry upon land as contained in Section 3.28 to 3.36 inclusive of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers, Executive Manager of Planning
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager of Planning

#10 (COUNCIL)	REGISTER OF DELEGATION TO COMMITTEES
The Chief Executive Officer is delegated authority to keep a Register of the delegations made by Council to any Committees, the Register being required in accordance with the provisions of Section 5.18 of the Act.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Corporate Support Officer
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive

#11 (COUNCIL)	ANNUAL REPORT
The Chief Executive Officer is delegated authority to prepare, each financial year, the Annual Report as required by Section 5.53(1) of the Act.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Corporate Support Officer
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive

#12 (COUNCIL)	PLAN FOR THE FUTURE
The Chief Executive Officer is delegated authority to prepare, each financial year, the Plan for the Future as required by Section 5.56 of the Act.	
In addition, the Chief Executive Officer is delegated authority to give the local public notice required under Section 5o57(1), after the Plan has been prepared and adopted in draft by Council.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Corporate Support Officer

Deleted: Executive

COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#13 (COUNCIL)	COPIES OF INFORMATION
<p>The Chief Executive Officer is delegated authority to ensure copies are available to persons inspecting information made available for inspection under Division 7, Part 5 of the Act and ensure that the price at which the copies are sold does not exceed the cost of providing the copies (refer Section 5.96).</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Manager Town Planning <u>and Economic Services</u> , Builder Surveyors, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#14 (COUNCIL)	COUNCIL & COMMITTEE MEETINGS
<p>The Chief Executive Officer is delegated authority to perform the following duties:</p> <p>(1) At least once each year, give Local Public Notice of the dates on which and the time and place at which ordinary Council meetings, and, the Committee meetings that are required under the Act to be open to members of the public, are to be held.</p> <p>(2) Give Local Public Notice of any change to the date, time or place of a meeting that is open to the public.</p> <p>(3) Give Local Public Notice of the date, time, place and purpose of any special meeting of the Council that is to be open to members of the public.</p> <p><i>(Reference: Local Government (Administration) Regulation No 12.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	<u>Executive Manager Corporate Services</u> , Executive Support Officers

COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#15 (COUNCIL)	PUBLIC INSPECTION OF DOCUMENTS RELATING TO COUNCIL & COMMITTEE MEETINGS
<p>The Chief Executive Officer is delegated authority to ensure that unconfirmed minutes of each Council meeting and each Committee meeting are available for inspection by members of the public within 10 and 5 business days respectively.</p> <p>The Chief Executive Officer is delegated authority to ensure notice papers and agenda relating to any Council or Committee meeting and which have been made available to members of the Council or Committee are available for inspection by members of the public from the time the documents are made available to the members.</p> <p><i>(Reference: Local Government (Administration) Regulation Numbers 13 and 14.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#16 (COUNCIL)	TENDERS FOR PROVIDING GOODS & SERVICES
<p>In respect to part 4 of the Local Government (Functions and General) Regulations 1996, the Chief Executive Officer is delegated authority to perform the following:</p> <p>(1) Publicly invite tenders for the supply of goods and services expected to be worth more than \$100,000.</p> <p><i>(Reference: Regulations 11(1), 12 and 13.)</i></p> <p>(2) Give statewide public notice in accordance with Regulation 14.</p> <p>(3) Give each Tenderer notice in writing containing particulars of the successful tender or advising that no tender was accepted.</p> <p><i>(Reference: Regulation 19.)</i></p>	

LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#17 (COUNCIL)	COMMERCIAL ENTERPRISES
<p>The Chief Executive Officer is delegated authority to prepare any business plan as required under Section 3.59(2) of the Local Government Act 1995 and to give Statewide public notice as required by Section 3.59(4) of the Act prior to consideration by Council.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#18 (COUNCIL)	PAYMENT OF CREDITORS
<p>The Chief Executive Officer is delegated authority to make payments from the Municipal Fund or the Trust Fund. Each payment from the Municipal Fund or the Trust Fund is to be noted on a list compiled for each month showing:</p> <ul style="list-style-type: none"> a) The payee's name b) The amount of the payment c) The date of the payment d) Sufficient information to identify the transaction. <p>The list referred to above is to be presented to the Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services,

	Senior Financial Officers.
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#19 (COUNCIL)	RATE BOOK
<p>The Chief Executive Officer is hereby delegated the performance of the following functions of the Council:</p> <p>(1) Compile the necessary rate records as specified in Sections 6.39(1) and 6.39(2) of the Local Government Act 1995 and reassess rates payable in accordance with Section 6.40.</p> <p>(2) The service of rate notices referred to in Section 6.41 of the Local Government Act 1995 (as amended).</p> <p>(3) Entering into an agreement in accordance with Section 6.49 of the Local Government Act 1995 for the payment of rates and service charges.</p> <p>(4) Determine the date that a rate or service charge becomes due and payable in accordance with Section 6.50 of the Local Government Act 1995.</p> <p>(5) The recovery of rates and service charges pursuant to the provisions of Sections 6.54 to 6.62 of the Local Government Act 1995.</p> <p>Lodge caveats on land where the rates are in arrears and it is considered that the interests of the Council should be protected and the subsequent withdrawal of caveats once arrears of rates have been settled. (Section 6.64(3).)</p> <p>(7) Exercise discretion in regard to granting of any extension of time for service of objections to the Rate Book in accordance with Section 6.76(4) of the Local Government Act 1995.</p> <p>(8) Allow or disallow in accordance with Section 6.76(5) any objection to the rate record lodged under Section 6.76(1) and to serve notice of the decision and a statement of reasons for the decision upon the person lodging the objection in accordance with Section 6.76(6).</p> <p>(9) Extend the period of time for receipt of a notice under Section 6.77 and to refer notices received under Sections 6.77 and 6.78 to a Land Valuation Tribunal (Section 6.79).</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services,

	Senior Financial Officers , Rates Officer .
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#20 (COUNCIL)	FINANCIAL REPORTS
<p>The Chief Executive Officer is delegated authority to prepare the annual financial reports and such other financial reports as prescribed in Local Government (Financial Management) Regulation No 34. Refer Section 6.4(1) of the Act.</p> <p>Further, the Chief Executive Officer is delegated authority to submit the accounts and financial reports to the Council's auditors in accordance with Section 6.4(2) of the Act.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#21 (COUNCIL)	TRUST FUND
<p>The Chief Executive Officer is delegated authority to manage the Trust Fund as required by Section 6.9 of the Local Government Act.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#22 (COUNCIL)	INVESTMENTS
<p>The Chief Executive Officer is delegated authority to invest any monies held in the Municipal Fund or the Trust Fund that is not, for the time being, required by the local government for any other purpose. In exercising this delegated authority the Chief Executive Officer shall observe Section 6.14 of the Act.</p> <p>Further, the Chief Executive Officer is delegated authority to establish and document internal control procedures to be followed by employees to ensure control over investments. The control procedures are to enable the identification of: -</p> <p>(a) The nature and location of all investments, and</p> <p>(b) The transactions related to each investment.</p> <p><i>(Reference: Local Government (Financial Management) Regulation No 19.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services
COUNCIL POLICY	F11; <i>Management of Investments</i>
ADOPTED	17 July 2007
REVIEWED	

#24 (COUNCIL)	EXPENDITURE BEFORE ADOPTION OF BUDGET
<p>The Chief Executive Officer is delegated authority to authorise operating expenditure and appropriate capital expenditure that is included in Council's Plan for the Future from the Municipal Fund prior to the adoption of the annual budget. (Reference Section 6.8(1))</p> <p>The Chief Executive Officer in exercising this delegated authority shall ensure the proposed expenditure is included in the draft budget to be presented to Council.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#25 (COUNCIL)	TEMPORARY CLOSURE OF THOROUGHFARE TO VEHICLES
<p>The Chief Executive Officer is delegated authority to give the necessary notices and take all appropriate actions to temporarily close any thoroughfare for any period not exceeding 3 months. The Chief Executive Officer, in exercising this delegated authority, shall observe the requirements of Section 3.49 and 3.50 of the Local Government Act.</p> <p>Any proposal to close a thoroughfare for any period exceeding 3 months shall be referred to Council for determination.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services.
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: Manager Technical Services.

#26 (COUNCIL)	GATES ACROSS PUBLIC THOROUGHFARE
<p>The Chief Executive Officer is delegated authority to determine applications for permission to erect gates or other devices across public thoroughfares under Council control or management to enable traffic to pass across the public thoroughfare and prevent livestock from straying. This authority relates to all of the provisions of Regulation 9, Local Government (Uniform Local Provisions) Regulations 1996.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services.
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: Manager Technical S

#27 (COUNCIL)	DANGEROUS EXCAVATION IN OR NEAR PUBLIC THOROUGHFARE
The Chief Executive Officer is delegated authority to take all appropriate to remove, or have removed, any dangerous excavation in a public thoroughfare or land adjoining a public thoroughfare.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: , Manager Technical Services

#28 (COUNCIL)	CROSSOVERS
<p>The Chief Executive Officer is delegated authority to determine applications for the construction of a crossing giving access from a public thoroughfare to private land or a private thoroughfare serving the land and may agree to construct the crossing for the applicant.</p> <p>The Chief Executive Officer is delegated authority to give notice to an owner or occupier of private land requiring the person to construct or repair a crossing from a public thoroughfare to the land or a private thoroughfare serving the land. If the person fails to comply with the notice the Chief Executive Officer is delegated authority to construct or repair the crossing and recover 50% of the cost of doing so as a debt due from the person.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: , Manager Technical Services

#29 (COUNCIL)	PUBLIC THOROUGHFARES – FIXING OR ALTERING LEVELS OR ALIGNMENTS OR DRAINAGE ONTO ADJOINING LAND
<p>The Chief Executive Officer is delegated authority to give the required notices as specified in Section 3.51(3) and (4) before fixing or altering the level of, or the alignment of a public thoroughfare and before draining water from a public thoroughfare or other public place onto adjoining land.</p> <p>Further, the Chief Executive Officer is delegated authority to consider any submissions received and proceed with the proposal if no objection is received.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: , Manager Technical Services

#30 (COUNCIL)	PUBLIC THOROUGHFARES – PUBLIC USE & PLANS
<p>The Chief Executive Officer is delegated authority to:</p> <p>(1) Ensure that public thoroughfares are kept open for public use as required under Section 3.53(2) of the Act.</p> <p>(2) In fixing or altering the level of, or the alignment of a public thoroughfare, ensure that access by vehicle to land adjoining the thoroughfare can be reasonably provided. <i>(Reference Section 3. 52(3))</i></p> <p>(3) Keep plans of the levels and alignments of public thoroughfares that are under Council's control or management and make those plans available for public inspection. <i>(Reference Section 3. 52(4))</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: , Manager Technical Services

#31 (COUNCIL)	DEMOLITION LICENSES
<p>The Chief Executive Officer is delegated authority to approve the issue of a demolition licence (Section 374A) to take down a building or a part of a building and such licence may be subject to such conditions as the Chief Executive Officer considers necessary for the safe and proper execution of the work.</p>	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#33 (COUNCIL)	BUILDINGS – ISSUE OF SECTION 401 NOTICES
<p>The Chief Executive Officer is delegated authority to issue notices pursuant to Section 401 of the Local Government (Miscellaneous Provisions) Act 1960 where a breach of building requirements is considered by the Chief Executive Officer to be of a magnitude sufficient to warrant issue of a notice.</p>	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#34 (COUNCIL)	BUILDING LICENSES
<p>That pursuant to Section 374(lb) of the Local Government (Miscellaneous Provisions) Act 1960, the Building Surveyor is delegated authority to approve or refuse to approve plans and specifications, but where a plan and specification so submitted conforms to:</p> <p>a) All Local Laws and Regulations in force in the district or part of the district in respect of building matters, and the Council's pre-determined policy in respect of building matters; and</p>	

b) All Local Laws and schemes in force in the district or part of the district in respect of town and regional planning matters, and the Council's predetermined policy in respect of town and regional planning matters,

The Environmental Development Manager shall not refuse to approve that plan or those specifications without first obtaining the consent of the Council.

Furthermore, the issuing of a building licence under Section 374(1) of the Local Government (Miscellaneous Provisions) Act 1960 may be subject to such conditions, as the Environmental Development Manager considers necessary.

All licenses issued under this delegated authority shall, in addition to any conditions imposed by the Environmental Development Manager, contain and be subject to the following conditions:

- ♦ The building licence is valid for a maximum period of twenty-four (24) months.

LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#35 (COUNCIL)	BUILDINGS – REMOVAL OF NEGLECTED & DILAPIDATED
The Chief Executive Officer is delegated authority to serve upon the owners and occupiers of neglected and dilapidated buildings the written notices required by Sections 408 and 409 of the Local Government (Miscellaneous Provisions) Act 1960.	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#36 (COUNCIL)	UNLAWFUL WORKS
<p>(a) The Chief Executive Officer is delegated authority to issue stop work notices pursuant to Section 401A of the Local Government Act (Miscellaneous Provisions) 1960 where a breach of building requirements is considered by the Chief Executive Officer to be of a magnitude sufficient to warrant issue of a notice.</p> <p>(b) The Chief Executive Officer is delegated authority to withdraw stop work notices pursuant to Section 401A of the Local Government Act (Miscellaneous Provisions) 1960 where the breach for which the notice has been issued is corrected to the satisfaction of the Chief Executive Officer.</p>	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#37 (COUNCIL)	BUILDINGS - DANGEROUS
<p>The Chief Executive Officer is delegated the authority to carry out the following functions as provided in Section 403 of the Local Government (Miscellaneous Provisions) Act 1960:</p> <p>(1) Issue a certificate which states that the subject building is in a dangerous state.</p> <p>(2) Shore up or otherwise secure the building, as well as providing a hoarding or fence around the building to protect the public from danger.</p> <p>(3) Serve written notice upon the owner or the occupier of the building requiring that the building be taken down, secured or repaired.</p>	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#38 (COUNCIL)	CERTIFICATES OF CLASSIFICATION
The Chief Executive Officer is delegated authority to issue Certificates of Classification of Buildings in accordance with Section 374C of the Local Government (Miscellaneous Provisions) Act 1960.	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning and Economic Services, Building Surveyors
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#39 (COUNCIL)	LICENCE TO DEPOSIT MATERIALS ON, OR EXCAVATE ADJACENT TO A STREET
The Chief Executive Officer is delegated the authority to issue licenses to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place pursuant to Section 377 of the Local Government (Miscellaneous Provisions) Act 1960. The Chief Executive Officer shall first obtain confirmation from appropriate staff that the proposed activity will not create undue interference with the operation of the street, way or public place. Licenses are to be issued subject to the conditions detailed in Section 377 of the Local Government (Miscellaneous Provisions) Act 1960 and such other conditions as considered relevant by the Chief Executive Officer.	
LEGISLATIVE POWER	Local Government (Miscellaneous Provisions) Act 1960
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: ¶
Executive Manager Engineering
Development Services

Deleted: , Manager Technical
Services

#40 (COUNCIL)	AWARD/INDUSTRIAL MATTERS
The Chief Executive Officer is delegated authority to act on the Council's behalf in any general Industrial/Award matter and any Industrial dispute involving any employee/s of the Shire.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#41 (COUNCIL)	LEGAL ADVICE
Subject to provision being made in the budget for legal expenses, the Chief Executive Officer is delegated authority to obtain from an appropriate solicitor such legal advice and opinions as is deemed necessary in the exercise of the management of the local government.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#42 (COUNCIL)	CONTRACT VARIATIONS
The Chief Executive Officer is delegated authority to approve minor variations to contracts entered into by Council, subject to the funds required to meet the cost of the variations being contained within the amount set aside in the budget adopted by the Council.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A

Deleted: Nil

ADOPTED	17 July 2007
REVIEWED	

#43 (COUNCIL)	NATIVE TITLE
The Chief Executive Officer is delegated authority to register an interest in any Native Title Claim affecting Council in order for Council to have sufficient interest to become a party to the Native Title Application.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#44 (COUNCIL)	TELEPHONES (PRIVATE) & PERSONAL COMPUTERS – USE BY EMPLOYEES FOR COUNCIL BUSINESS
<p>The Chief Executive Officer is delegated authority to make appropriate financial and other arrangements with employees to have a telephone/fax, a personal computer <u>and internet connection</u> installed in his/her principal place of residence within the Shire for some use on Council business. The Chief Executive Officer is further delegated authority to make appropriate arrangements to reimburse any employee with any telephone/fax expense incurred on Council business.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

Deleted: all
Deleted: and/or

#45 (COUNCIL)	APPOINTMENT OF CONSULTANTS
<p>The Chief Executive Officer is delegated authority to appoint consultants including architects, valuers, planning consultants and the like. In exercising this delegated authority the following conditions shall apply:</p> <ul style="list-style-type: none"> • Any Council policy is to be observed. • Adequate funds shall be available in Council budget. • The appointment is to be for an approved project. • The value of the appointment shall not exceed \$100,000. 	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#46 (COUNCIL)	INSURANCE – PUBLIC LIABILITY CLAIMS
<p>The Chief Executive Officer is delegated authority to consider claims against Council for property damage that do not exceed the insurance policy excess levels, and to accept or deny liability on behalf of Council.</p> <p>In cases where liability is accepted, payment may only be made up to the value of Council's relevant insurance excess amount and then only upon receipt of an appropriate release form prepared by Council's Solicitors.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#47 (COUNCIL)	CONFERENCES/SEMINARS/TRAINING COURSES – EXPENSES OF COUNCILLORS & STAFF
<p>The Chief Executive Officer is delegated authority to reimburse all reasonable expenses to <u>elected</u> members and staff incurred whilst attending authorised conferences, seminars and training courses and during other absences from the district on any business deemed necessary by the Chief Executive Officer. Such expenses may include registration fees, accommodation, meals, refreshments, travel and other appropriate out-of-pocket expenses. Before exercising this delegated authority the Chief Executive Officer shall obtain from the <u>Elected Member</u> or staff member receipts or other appropriate proof that the expense was incurred, along with a declaration that the expense was incurred wholly whilst on Council business.</p>	
<p>This delegation also applies to the payment of expenses of partners when the Council has specifically resolved that it is appropriate for an <u>Elected Member</u> or staff member to be accompanied by another person.</p>	
<p>The Chief Executive Officer shall observe any Council policy in place from time to time.</p>	
LEGISLATIVE POWER	
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

Deleted: Councillor

Deleted: Councillor

#51 (COUNCIL)	USE OF VEHICLES
<p>The Chief Executive Officer is delegated the authority to make all appropriate private use arrangements with all staff having use of a Council vehicle.</p>	
LEGISLATIVE POWER	Local Government Act 1995
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#52 (COUNCIL)	STAFF HOUSING
<p>The Chief Executive Officer is delegated authority to make all arrangements in regard to occupancy and maintenance of all staff accommodation provided by Council. In exercising this delegation the Chief Executive Officer shall have regard to any Council policy in place from time to time.</p> <p>In the event that any Council provided accommodation is, at any time, not required for Council employees, the Chief Executive Officer is delegated authority to rent the accommodation to persons other than Council employees, provided the tenancy arrangement is appropriate to the needs of Council.</p> <p>The Chief Executive Officer is further delegated authority to determine the level of bond to be applied to each occupancy arrangement and Tenancy Agreement.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#53 (COUNCIL)	SALARIES
<p>The Chief Executive Officer is delegated authority to alter salaries payable to all staff who are not Senior Officers under the Local Government Act. 1995. The alteration may be within the employee's assigned band/classification, may involve a change of salary band/classification or may involve an appropriate over award payment.</p> <p>In exercising this delegated authority the Chief Executive Officer shall ensure that the variation is the result of a satisfactory performance appraisal and appropriate funding is available on Council's budget. If any salary change is likely to involve over budget expenditure, the change will require endorsement of Council.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#54 (COUNCIL)	EVENTS ON ROADS
<p>The Chief Executive Officer is delegated authority to determine applications for the temporary closure of roads for the purpose of conducting events in accordance with the Road Traffic (Events on Roads) Regulations 1991. The Chief Executive Officer shall have regard to Section 3.50 of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: , Manager Technical Services, Community Development Officer

#55 (COUNCIL)	STRATA TITLES
<p>Pursuant to the provisions of Section 23 of the Strata Titles Act 1985, the Chief Executive Officer is authorised to issue the appropriate certificates in respect to buildings as may be shown on a strata plan to be lodged for registration under the Act, provided that the buildings shown on the strata plan are first inspected to ensure compliance with Town Planning, Health and other Council requirements and that the Chief Executive Officer is of the opinion that the buildings are of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act.</p> <p><i>(Note: This delegation is to be supported by an instrument in writing under the Common Seal of the Shire.)</i></p>	
LEGISLATIVE POWER	Strata Titles Act 1985
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Town Planning <u>and Economic Development</u>
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#57 (COUNCIL)	PROHIBITED & RESTRICTED BURNING TIMES (VARIATIONS)
<p>That pursuant to Sections 17(10) and 18(5)(c) of the Bush Fires Act, the Shire President and the Chief Bush Fire Control Officer be delegated jointly the Council's powers and duties under Section 17(7) and (8) and Section 18(5) of the Bush Fires Act in respect to varying the prohibited burning times and restricted burning times, provided that the Officer in Charge of FESA is consulted before the authority under this delegation is exercised.</p>	
LEGISLATIVE POWER	Bush Fires Act 1954
DELEGATE	Shire President, Chief Executive Officer, Chief Bush Fire Control Officer
SUB DELEGATION	Executive Manager of Engineering and Development Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#58 (COUNCIL)	BUSH FIRES ACT 1954 - OFFENCES
<p>The Chief Executive Officer is delegated general authority to consider allegations of offences alleged to have been committed against the Bush Fires Act within the district, and if the Chief Executive Officer thinks fit, to institute and carry out proceedings in the name of the Shire against any person alleged to have committed any of those offences. This delegation extends to the issue of infringement notices in accordance with the provisions of Section 59A of the Act.</p>	
LEGISLATIVE POWER	Bush Fires Act 1954 (Section 59(3))
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#59 (COUNCIL)	PROCEEDINGS UNDER DOG ACT
<p>In accordance with Section 44 of the Dog Act, the Chief Executive Officer is authorised to institute and carry on proceedings in the name of the Shire in respect to offences alleged to have been committed within the district against the Dog Act.</p> <p>This delegation also enables the Chief Executive Officer to issue infringement notices pursuant to the provisions of Section 29 of the Act.</p>	
LEGISLATIVE POWER	Dog Act
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

#60 (CHIEF EXECUTIVE OFFICER)	CONVENING OF MEETINGS
<p>The Chief Executive Officer is delegated authority to convene ordinary and special meetings of the Council by giving notice of meeting and agenda.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#62 (CHIEF EXECUTIVE OFFICER)	CONVENING OF ELECTOR'S MEETINGS
<p>The Chief Executive Officer is delegated authority to convene Elector's meetings of the Council by giving required notice of meeting and agenda. The Executive Manager of Corporate Services shall have regard to Section 5.29 (1) of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer

SUB DELEGATION	Executive Manager of Corporate Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#63 (CHIEF EXECUTIVE OFFICER)	ELECTOR'S MEETING MINUTES
<p>The Chief Executive Officer is delegated authority to cause minutes of Elector's meetings to be kept and preserved and ensure minutes are available for inspection before the Council meeting at which decisions made at the Electors' meeting are first considered. The Chief Executive Officer shall have regard to Section 5.32 of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#69 (CHIEF EXECUTIVE OFFICER)	RETENTION & MANAGEMENT OF RECORDS
<p>The Chief Executive Officer is delegated authority to ensure that the records and documents of the local government are properly kept for the purposes of this Act and any other written law.</p> <p>The Chief Executive Officer shall have regard to Section 5.41 (h) of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42), State Record Act 2000
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: , Executive Support C

#70 (CHIEF EXECUTIVE OFFICER)	REGISTER OF DELEGATIONS TO CHIEF EXECUTIVE OFFICER
<p>The Chief Executive Officer is delegated authority to keep a register of the delegations made to the Chief Executive Officer and to employees under Part 5, Division 4 of the Act.</p> <p>The Chief Executive Officer shall have regard to Section 5.46 (1) of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: , Executive Support C

#71 (CHIEF EXECUTIVE OFFICER)	ANNUAL REPORT ADVERTISING
<p>The Chief Executive Officer is delegated authority to give local public notice of availability of the Annual Report as soon as practicable after the report has been accepted by Council.</p> <p>The Chief Executive Officer shall have regard to Section 5.55 of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, <u>Manager Financial Services,</u> <u>Corporate</u> Support Officer
ADOPTED	17 July 2007
COUNCIL POLICY	N/A
REVIEWED	

Deleted: Executive

#73 (CHIEF EXECUTIVE OFFICER)	MINISTERIAL APPROVAL FOR DISCLOSING MEMBER TO PARTICIPATE IN MEETING
<p>The Chief Executive Officer is delegated authority to apply to the Minister to allow a disclosing member to participate in part of meeting relating to the matter</p> <p>The Chief Executive Officer shall have regard to Section 5.69 (1) of the Local Government Act 1995.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#74 (CHIEF EXECUTIVE OFFICER)	RECORDING OF DISCLOSURES OF FINANCIAL INTERESTS IN MINUTES
<p>The Chief Executive Officer, is delegated authority to record in the minutes of meetings, details of disclosures made under Section 5.65 or 5.70 of the Act.</p> <p><i>(Refer to Section 5.66 of the Local Government Act 1995.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#75 (CHIEF EXECUTIVE OFFICER)	COUNCIL OR COMMITTEE MEMBER ACCESS TO INFORMATION
<p>The Chief Executive Officer, is delegated authority to ensure that a Council member or a committee member has access to information that is relevant to the performance by the person of any of his or her functions under the Local Government Act or under any other written law.</p> <p><i>(Refer to Section 5.92 of the Local Government Act 1995.)</i></p>	

LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#76 (CHIEF EXECUTIVE OFFICER)	INSPECTION OF RECORDS BY ANY MEMBER OF THE PUBLIC
<p>The Chief Executive Officer, is delegated authority to ensure that any person attending the office during office hours, and free of charge inspect, subject to Section 5.95, the records specified in Section 5.94 whether or not current at the time of inspection.</p> <p><i>(Refer to Section 5.94 of the Local Government Act 1995.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#77 (CHIEF EXECUTIVE OFFICER)	RIGHT TO INSPECT RECORDS
<p>The CHIEF EXECUTIVE OFFICER is delegated authority to determine a person's right to inspect information referred to in Section 5.94 where discretion is provided to the Chief Executive Officer.</p> <p><i>(Refer to Section 6.5 of the Local Government Act 1995.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#78 (CHIEF EXECUTIVE OFFICER)	FINANCIAL RECORDS
<p>The CHIEF EXECUTIVE OFFICER is delegated authority to ensure that there are kept, in accordance with Regulations, proper accounts and records of the transactions and affairs of the local government and keep the accounts and records up to date and ready for inspection at any time by persons authorised to do so under the Local Government Act or another written law.</p> <p><i>(Refer to Section 6.5 of the Local Government Act 1995.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services,
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

Deleted: e Manager

#79 (CHIEF EXECUTIVE OFFICER)	APPOINTMENT OF EMPLOYEES – LEGAL PROCEEDINGS
<p>The CHIEF EXECUTIVE OFFICER has delegated authority to appoint an employee to represent the local government in legal proceedings either generally or in a particular case.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#80 (CHIEF EXECUTIVE OFFICER)	CERTIFYING OF DOCUMENTS
<p>The CHIEF EXECUTIVE OFFICER is delegated the authority to authorise an employee for the purpose of certifying a document to be a true copy.</p> <p><i>(Refer to Section 9.31 of the Local Government Act 1995.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)

DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#81 (CHIEF EXECUTIVE OFFICER)	SAFE CUSTODY & CONFIDENTIALITY OF TENDERS
<p>The CHIEF EXECUTIVE OFFICER is delegated the authority to ensure that all tenders received are deposited in safe keeping in the duly allotted tender box and to ensure that all tenders remain confidential</p> <p><i>(Refer to Regulation 16 of the Local Government (Functions and General) Regulations.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Officers, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#82 (CHIEF EXECUTIVE OFFICER)	TENDERS REGISTER
<p>The CHIEF EXECUTIVE OFFICER is delegated the authority to keep a tender register and make it available for public inspection.</p> <p><i>(Refer to Regulation 17 of the Local Government (Functions and General) Regulations.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Officers, Executive Support Officers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#83 (CHIEF EXECUTIVE OFFICER)	ESTABLISHMENT & MAINTENANCE OF ACCOUNTING SYSTEMS
<p>The CHIEF EXECUTIVE OFFICER is delegated the authority to establish efficient systems and procedures for -</p> <p>a) For the proper collection of all money owing to the local government;</p> <p>b) For the safe custody and security of all money collected or held by the local government;</p> <p>c) For the proper maintenance and security of the financial records of the local government (whether maintained in written form or by electronic or other means or process);</p> <p>d) To ensure proper accounting for municipal or trust - income received or receivable; expenses paid or payable; and assets and liabilities;</p> <p>e) To ensure proper authorisation for the incurring of liabilities and the making of payments;</p> <p>f) For the maintenance of payroll, stock control and costing records; and</p> <p>g) To assist in the preparation of budgets, accounts and reports required by the Act or these regulations.</p> <p><i>(Refer to Regulation 5(1) of the Local Government (Finance Management) Regulations.)</i></p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services, Manager Financial Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#88 (COUNCIL)	DONATIONS OF WORK TO LOCAL COMMUNITY GROUPS
<p>The Chief Executive Officer is delegated authority to exercise discretion on the use of Council resources on small community works for local facilities and not for profit volunteer groups.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

#89 (COUNCIL)	LIQUOR CONSUMPTION APPLICATIONS
The Chief Executive Officer is delegated authority to approve applications for the consumption of alcohol on Shire facilities in accordance with whatever conditions are imposed by the Licensing Court.	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	All Executive Managers
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#90 (CHIEF EXECUTIVE OFFICER)	SIGNING OF COUNCIL CORRESPONDENCE
<p>Correspondence to be personally signed by the Chief Executive Officer:</p> <p>(1) Letters which either:</p> <ul style="list-style-type: none"> (a) Offer an opinion on Council Policy; (b) Give political comment; (c) Seek a meeting or deputation, or (d) Make a major commitment, financial or otherwise in terms of Council's resources; <p>and which are addressed to the following:</p> <ul style="list-style-type: none"> (i) State or Federal Member of Parliament (ii) Permanent Secretaries or Directors of the like of State and Federal Departments (iii) Mayors/Presidents of other Councils (iv) Chief Executive Officers of other Councils (v) The Ombudsman (vi) Western Australian Municipal Association (vii) The Department of Local Government <p>(2) Letters: -</p> <ul style="list-style-type: none"> (a) of appointment for Council staff (b) letters of dismissal in relation to Council staff or contractors working for Council <p>Correspondence that can be signed by <u>Executive</u> Managers:</p>	

(1) Letters other than those referred to above (2) Letters that are of normal operations (3) Letters that are the result of a Council decision (4) Letters that are permitted by another delegation or Council policy	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	<u>All Executive Managers</u> ----- Deleted: Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#91 (COUNCIL)	COMMUNITY QUICK GRANTS
<p>The Chief Executive Officer is delegated authority to award quick grants to not for profit community groups up to the value of \$500.00 providing funding is available within Council's Budget.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#92 (COUNCIL)	ACQUISITION & DISPOSAL OF PROPERTY
<p>The Chief Executive Officer is delegated authority to negotiate the purchase and disposal of any Council land valued at an amount not exceeding \$100,000 provided that the appropriate provision is made in Council's Budget.</p> <p>The extent of the delegation is limited to negotiating a purchase/selling price to be within an independent valuation following which the purchase/sale is to be reported to Council.</p> <p>If following the report to Council there are no objections following the Statutory advertising period the CHIEF EXECUTIVE OFFICER may purchase/sell the land without further reference to the Council and provide information as to the outcome via the Information Bulletin.</p>	

LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42/5.43(d))
DELEGATE	Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	
ADOPTED	17 July 2007
ADOPTED	

#93 (COUNCIL)	APPOINTMENT OF BUSH FIRE CONTROL OFFICERS
<p>The Chief Executive Officer and Shire President is delegated authority to appoint persons to the position of fire control officer, including dual fire control officers with adjoining local governments as provided for under Section 38 of the Bush Fires Act, 1954. The Chief Executive Officer shall have regard to the provisions of the Bush Fires Act, 1954 and in particular Section 40.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Shire President, Chief Executive Officer
SUB DELEGATION	Nil
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	

#95 (COUNCIL)	PRIVATE WORKS
<p>The Chief Executive Officer is delegated authority to undertake private works in accordance with the Council policies.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Sections 5.42/5.43(b))
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Engineering and Regulatory Services Executive Manager Corporate Services
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

#96 (COUNCIL)	COMMITMENT TO EXPENDITURE/PAYMENT OF ACCOUNTS
<p>The Chief Executive Officer is delegated authority to approve expenditure and to meet payment for goods or services on behalf of the Shire of Wyndham East Kimberley for which funds have been provided on the budget, provided that he/she has before hand:</p> <p>(1) Developed procedures for the authorisation of accounts to ensure that there is effective security and properly authorised use of:</p> <p>(a) Cheques, credit cards, computer encryption and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained; and</p> <p>(b) Petty cash systems.</p> <p>(2) Developed procedures for the approval of accounts to ensure that before payment of an account a determination is made that:</p> <p>(c) The relevant debt was incurred by a person who is properly authorised to do so; and</p> <p>(d) The goods or services to which each account relates were provided in a satisfactory condition.</p> <p>(3) Developed any other procedures he/she feels appropriate.</p> <p>Provided also that funds may only be released with the approval of at least two employees of the Shire, unless via the use of a Credit card facility.</p>	
LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services <u>Manager Financial Services</u>
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
ADOPTED	

#97 (COUNCIL)	AUTHORITY TO ORDER
<p>The following limitations are placed on the authority to order goods and services:</p>	
Position	Amount
Chief Executive Officer	\$no limit
Executive Manager Engineering <u>and Regulatory</u> Services	\$100,000
Executive Manager Corporate Services	\$100,000
<u>Executive Manager Town Planning and Economic Development</u>	\$100,000
Executive Manager Community Services	\$100,000
Manager Financial Services	\$10,000

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Planning
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<u>Manager Human Resources</u>	\$5,000
<u>Information Technology Coordinator</u>	\$2,000
Senior Finance Officer	\$2,000
<u>Payroll Officer</u>	\$1,000
<u>Manager Engineering Projects</u>	\$10,000
<u>Environmental Health Officers</u>	\$1,000
Building Surveyors	\$5,000
Building Maintenance Officer	\$500
Manager Recreation and Leisure	\$5,000
Leisure Centre Coordinator	\$1,000
Recreation Officers / Duty Supervisors	\$500
Wyndham Pool Manager	\$1,000
Wyndham Child Care Centre Director	\$5,000
<u>Youth Coordinator</u>	\$5,000
<u>Youth Officer</u>	\$500
Wyndham Operations Manager	\$10,000
<u>Kununurra Works Manager</u>	\$10,000
Airport Manager	\$10,000
Airport Operations Officer	\$5,000
Executive Support Officers	\$1,500
Environmental Project Officer	\$5,000
Kununurra Works Supervisor	\$2,000
Depot Stores/Admin Officer	\$2,000
Project Officer	\$500
Librarian (only while employed by Shire of Wyndham East Kimberley)	\$500

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Deleted: Technical Services
Deleted: 20,000
Deleted: Environmental Health Officer (Aboriginal Communities)

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LEGISLATIVE POWER	Local Government Act 1995 (Section 5.42)
DELEGATE	Chief Executive Officer
SUB DELEGATION	Executive Manager Corporate Services
COUNCIL POLICY	N/A
ADOPTED	17 July 2007
REVIEWED	18 March 2008 (Minute 8107)

#98 (COUNCIL)	WESTERN AUSTRALIAN PLANNING COMMISSION ACT 1985 <u>PLANNING AND DEVELOPMENT ACT 2005</u> SHIRE OF WYNDHAM-EAST KIMBERLEY TOWN PLANNING SCHEMES
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CEO has delegated authority to make decisions on the following matters

1. LAND USES
Authority to deal with the following:

- Approve all developments applications where the proposed use is a 'P' use in the Town Planning Scheme No.6 or No. 7 including minor variation to

Residential Design Codes where no objection is raised by adjoining landowners/occupiers:

- Approve all development applications where the proposed use is an 'IP' use in the Town Planning Scheme No. 6 or No. 7;
- Approve the following development applications where the proposed use is an 'AA' use in Town Planning Scheme No. 6 or No. 7;
 - i. Group Dwellings in Residential and Town Centre Zones
 - ii. Offices and Warehouses in Mixed Business Zones
 - iii. Agricultural uses in Rural Agriculture 1, Rural Agriculture 2 and Rural Living, Rural Residential, and Rural Small Holdings Zones.
 - iv. Building extensions to existing buildings.
 - v. Industrial Uses in Composite Light and General Industry zones.
 - vi. Home Occupation and Home Business in all zones.
 - vii. Variations to setbacks to property boundaries for residential dwellings in accordance with the provisions of the Residential Design codes (multiple and grouped dwellings).
- Impose conditions on development approval, which relates to the orderly and proper planning, preservation of amenity of the locality and other such conditions as may be deemed appropriate.

Deleted: Zones

2. ADVERTISING OF 'SA' USES – TOWN PLANNING SCHEME No. 6 or No. 7

- Initiate advertising for an application made pursuant to the Scheme and refer the application and submissions to council;

3 SUBDIVISIONS

- Undertake all matters relating to the performance of Council's functions with regard to subdivisions under S24 of the Planning and Development Act 2005. (Note: S24 relates to objections and recommendations received regarding subdivisions)

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4. MISCELLANEOUS

- All matters which arise out of the imposition of conditions on development approvals
- Determine Council's position with respect to any mediation process resulting from an appeal to the Town Planning Appeal Tribunal or Minister for Planning following consultation with the President (or in the absence of the President the Deputy President)
- Exercise and discharge all of Council's powers and functions under S10 of the Town Planning and Development Act 1928 following consultation with the President (or in the absence of the President the Deputy President). (Note: S10 relates to the power to direct cessation or removal of unlawful development, or restoration or execution of work.)
- Serve notices, and take any other action, on properties owners who are deemed to be in breach of the Shire Town Planning Schemes.
- Approve Signage in accordance with Council Policy.
- Obtain Legal Advice pertaining to Planning matters within budget constraints.

Notes:

For the purpose of S 24 of the Planning and Development Act 2005. Council's functions with regard to subdivisions were specified as functions to be performed by the Chief Executive Officer under s5.41(i) of the *Local Government Act 1995*

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The endorsement and variation of building envelopes in accordance with the requirements of Town Planning Scheme No 6 or No 7, were specified as a function that can be performed by the Chief Executive Officer under S5.41 (i) of the *Local Government Act 1995*.

Conditions and Exceptions

- A list of all development applications determined under delegated authority shall be incorporated in the Council's agenda and minutes;
- Every applicant who received notification of a conditional approval of a development application that was determined by delegation to the Chief Executive Officer and is aggrieved by the decision may within 28 days of the date of that decision request that the matter be reconsidered by Council;
- All applications where the CEO recommendation is for refusal must be presented to Council for consideration;
- Any objection to, or recommendation on, any application for subdivision which is not consistent with adopted Council policy, is referred to Council for a decision;
- Legal action in relation to breaches to planning conditions and/or breaches of Council's Town Planning Scheme can only be undertaken by the Chief Executive Officer in accordance with Council Policy.

Deleted: Applications requiring variations to setbacks to property boundaries for residential dwellings in accordance with the provisions of Residential Planning codes (single and grouped dwellings) must be presented to Council for consideration.
Deleted: not be undertaken without prior consideration of the Council

LEGISLATIVE POWER	WESTERN AUSTRALIAN PLANNING COMMISSION ACT 1985 <u>PLANNING AND DEVELOPMENT ACT 2005</u> SHIRE OF WYNDHAM-EAST KIMBERLEY TOWN PLANNING SCHEMES
DELEGATE	Chief Executive Officer
SUB DELEGATION	<u>Executive Manager Town Planning and Economic Services</u>
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

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#99 (COUNCIL)	STRATA TITLES ACT 1985
<p>The Chief Executive Officer is delegated authority under S23 of the Strata Titles Act 1985. (Note: S23 relates to Certification of Strata Titles/Schemes)</p> <p>Conditions and Exceptions:</p> <p>A list of all Strata Title applications determined under delegated authority shall be incorporated in the Council's agenda and minutes</p>	
LEGISLATIVE POWER	S23 of the Strata Titles Act 1985
DELEGATE	Chief Executive Officer
SUB DELEGATION	<u>Executive Manager Town Planning and Economic Services</u> ; EXCEPT the power to issue a certificate under S23 (3). (Note: S23 (3) relates to issuing a certificate in

Deleted: Executive Manager Engineering and Development Services

	circumstances where the Local Government Authority does not have all relevant information.)
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#100 (COUNCIL)	ENVIRONMENTAL HEALTH
<p>Delegation to:</p> <ul style="list-style-type: none"> To act under S26 of the <i>Health Act 1911</i> associated regulations and local laws; To administer the Litter Act 1979 and regulations; To act as an authorized person in accordance with S17 of the <i>Caravan Parks and Camping Grounds Act 1995</i> <u>and to administer the Caravan and Camping Grounds Regulations 1997</u>; To administer the provisions of the Fly Eradication Regulations; <u>To administer the Environmental Protection Act 1986</u>. <p>Authorised to administer the following local laws of the Shire of Wyndham-East Kimberley:</p> <ul style="list-style-type: none"> 2003 Shire of Wyndham East Kimberley Local Laws 2004 Shire of Wyndham East Kimberley Health Local Law <p><u>Conditions and Exceptions:</u></p> <p>Health Act 1911 Environmental Health Officer to exercise and discharge all of Council's powers and functions under that Act, regulations and local laws made under this Act provided that the power to prosecute any person is only exercised with the approval of the Chief Executive Officer;</p> <p>Litter Act 1979 Except the power to withdraw infringement notices issued under Acts, regulations or local laws.</p> <p><u>Caravan Parks and Camping Grounds Act 1995:</u> The power to prosecute any person may only be exercised with the approval of the Chief Executive Officer;</p> <p>Fly Eradication regulations The power to prosecute may only be exercised with the approval of the Chief Executive Officer.</p>	
LEGISLATIVE POWER	Health Act 1911 , Litter Act 1979 , Caravan and Camping Grounds Act 1995 , Fly Eradication Regulations , Environmental Protection Act 1986
DELEGATE	Chief Executive Officer

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SUB DELEGATION	<u>Executive Manager Town Planning and Economic Services;</u> Environmental Health Officers
COUNCIL POLICY	
ADOPTED	17 July 2007
REVIEWED	

#101 (COUNCIL)	NON STATUTORY DELEGATIONS
<p>Delegated authority is provided to respond to <u>requests, applications or</u> referrals received by the Shire on the following matters:</p> <ul style="list-style-type: none"> • Sale or lease of land by State or Federal Government Departments. • Land clearing applications from the State and or Commonwealth Agencies • Mining tenement referrals from the Department of Industry and Resources. • Liquor license applications • Fireworks applications • Approval of names by Geographic Names Committee • <u>Activities on Crown Land</u> 	
LEGISLATIVE POWER	NIL
DELEGATE	Chief Executive Officer
SUB DELEGATION	<u>Executive Manager Engineering and Regulatory Services,</u> <u>Executive Manager Town Planning and Economic Development</u>
ADOPTED	17 July 2007
COUNCIL POLICY	
REVIEWED	

Deleted: Executive Manager Engineering and Development Services

Deleted: Executive Manager Town Planning

12.6.2 SPECIAL COUNCIL MEETING 30 JUNE 2009 (8673)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Kununurra
AUTHOR:	Jo-Anne Ellis Executive Manager Corporate Services
REPORTING OFFICER:	Jo-Anne Ellis Executive Manager Corporate Services
FILE NO:	60.14.02
ASSESSMENT NO:	N/A

PURPOSE

For Council to resolve to hold a Special Council Meeting in Tuesday 30 June 2009 for the purpose of 2009/10 Budget Adoption.

BACKGROUND

In budget workshops it was determined that the 2009/10 Budget would be adopted at a Special Council Meeting to be held on 30 June 2009.

STATUTORY IMPLICATIONS

Local Government Act 1995

5.4. Calling council meetings

An ordinary or a special meeting of a council is to be held —

- (a) if called for by either —
 - (i) the mayor or president; or
 - (ii) at least 1/3 of the councillors,
in a notice to the CEO setting out the date and purpose of the proposed meeting; or
- (b) if so decided by the council.

5.5. Convening council meetings

- (1) The CEO is to convene an ordinary meeting by giving each council member at least 72 hours' notice of the date, time and place of the meeting and an agenda for the meeting.
- (2) The CEO is to convene a special meeting by giving each council member notice, before the meeting, of the date, time, place and purpose of the meeting.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Budget Adoption sets the financial parameters for the next financial year.

STRATEGIC IMPLICATIONS

Early Budget Adoption gives certainty at the beginning of the financial years as to the projects that have been funded and avoids a holding pattern of expenditure until the budget is adopted.

COMMUNITY CONSULTATION

Public Notice will be given that the meeting is to be held.

COMMENT

N/A

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolves to hold a Special Council Meeting at 6.00pm on Tuesday 30 June 2009 in the Kununurra Council Chambers for the purpose of Adoption of the 2009/10 Budget and that Local Public Notice is given in relation to this meeting.

COUNCIL DECISION

Minute No. 8673

Moved:Cr P Caley

Seconded:Cr R Addis

That Council resolves to hold a Special Council Meeting at 6.00pm on Tuesday 30 June 2009 in the Kununurra Council Chambers for the purpose of Adoption of the 2009/10 Budget and that Local Public Notice is given in relation to this meeting.

CARRIED UNANIMOUSLY: (8/0)

12.6.4 USE OF THE COMMON SEAL (8674)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Fiona Kuiper, Executive Support Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from the period 14 April to 12 May 2009.

BACKGROUND

Information is presented to inform Council on those documents to which the Shire Common Seal has been applied. In the time period specified above, the following documents have had the Shire of Wyndham East Kimberley Common Seal applied:

Date of Use	Document	Officer
22/04/09	Contract of Sale - Lot 501 on DP 63347, Waterlily Place	Peter Stubbs
05/05/09	Deed of Licence - Kimberly Moon - SWEK, Water Resources Ministerial Body and KCCI	Jennifer Ninnette
11/05/09	Contract T13 07/08 Coolibah Drive - SWEK - JSW	Max Melton

STATUTORY IMPLICATIONS

Local Government Act 1995

Council's Standing Order Local Law makes reference to the application of the Common Seal.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

This report aligns with Council's focus on Governance, Key Result Area 5, in Council's Strategic Plan.

COMMENT

It is the Officer's recommendation that Council formally receive a report on use of the Shire Common Seal.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 14 April to 12 May 2009.

COUNCIL DECISION

Minute No. 8674

*Moved:Cr J Moulden
Seconded:Cr P Caley*

That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 14 April to 12 May 2009.

CARRIED UNANIMOUSLY: (8/0)

12.6.5 DELEGATED AUTHORITY (8675)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Fiona Kuiper, Executive Support Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

To report to Council on the use of Delegated Authority by Officers for the period 1 April to 12 May 2009.

BACKGROUND

Use of Council approved Delegated Authority by Officers is reported to Council on a monthly basis.

The attached tables outline use of Delegated Authority by relevant officers for the above period.

STATUTORY IMPLICATIONS

LOCAL GOVERNMENT ACT 1995 - SECT 5.46

5.46. Register of, and records relevant to, delegations to CEO's and employees

- (1) The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.
- (2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.
- (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

This report aligns with Council's focus on Governance, Key Result Area 5, in Council's Strategic Plan.

COMMUNITY CONSULTATION

Not Applicable

COMMENT

The attached reports outline use of Delegated Authority by relevant Council Officers for endorsement by Council.

ATTACHMENTS

Delegated Authority Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receive the Delegated Authority Report for the period 1 April to 12 May 2009.

COUNCIL DECISION

Minute No. 8675

Moved:Cr J Parker

Seconded:Cr P Caley

That Council receive the Delegated Authority Report for the period 1 April to 12 May 2009.

CARRIED UNANIMOUSLY: (8/0)

TOWN PLANNING DELEGATED AUTHORITY APPROVALS - 15 April 2009 - 12 May 2009

Application / Delegation Number	Approval Type	Date Received	Applicant	Owner	Property Address	Proposed Development	Assess't Number	Approval Date
97/08	AA	22-Dec-08	Scribe Design Group	Reg Properties P/L	Lot 1039 Greybox	Proposed Group Dwelling of 9 units	2192	14-Apr-09
85/07	P	26-Nov-07	Steven Guerinoni	Guerinoni & Son	Lot 1529 Poincettia Way	Proposed Sheds	1204	15-Apr-09
05/09	AA / IP	20-Jan-09	Alison Jennet Stewart Grylls	Alison Jennet Stewart Grylls	King Location 218, Kununurra	New dwelling	31	21-Apr-08
13/09	P	26-Feb-09	Scribe Design Group	Indiana Lakes and RJ Johnston	Lot 2420 Casuarina Way, Kununurra	Unit Development, Location 15	5201	21-Apr-09
14/09	P	26-Feb-09	Scribe Design Group	Indiana Lakes and RJ Johnston	Lot 2420 Casuarina Way, Kununurra	Unit Development, Location 14	5201	21-Apr-09
17/09	AA	18-Mar-09	Ingle Pty Ltd	Ingle Pty Ltd	Lot 2263 Casuarina Way, Kununurra	5 only 4 Man Single person Quarters	1736	22-Apr-09
27/09	P	26-Mar-09	Lanny Garrett & Janis Oates	Lanny Garrett & Janis Oates	Lot 123 Whimberal Road	Single Dwelling under existing shelter	5098	30-Apr-09
29/09	p	9-Apr-09	Nimble Homes P/L	EL Jay Investments	Lot 758 Calytrix, Kununurra	House to be demolished replaced with 2 x 2 x 2 homes	1342	30-Apr-09
30/09	P	9-Mar-09	Kalyn Dessert - Hoochery Distillery	SWEK (Road Reserve)	Cnr Ivanhoe Rd and Research St Rd	Advertising Sign in road reserve	98	30-Apr-09
34/09	P	28-Apr-09	NJH Property Pty Ltd	NJH Property P/L	Lot 175 Banyan St, Kununurra	Installation of fencing for security	6892	01-May-09
31/09	P	21-Apr-09	P & N Green	P & N Green	Lot / KL 207 River farm Rd	New Residence	49	06-May-09
32/09	P	14-Apr-09	Mathew Dear	Mathew Dear	Lot 54 Ironwood Drive, Kununurra	New boundary fence	1235	06-May-09
90/08	IP	17-Dec-08	Peter Moss & Virginia Bolger	Peter Moss & Virginia Bolger	Lot 203 Poinciana Street	Ablution Block and Relocation of Transportables	6784	07-May-09

Attachment: Delegated Authority Report

BUILDING LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 April 2009

LIC#	DATE	OWNER	ADDRESS	BUILDER	LOCATION	DESCRIPTION	NEW /ADD	LOT AREA	FLOOR AREA	EST. VALUE
045/2009	6/04/2009	FESA	PO Box P1174 Perth WA	Norbuilt Pty Ltd	Lot 500 Coolibah Drive Kununurra	RECORD PURPOSES ONLY Class 5 & Class 7A - Office & Car Parking Facility - FESA Emergency Facility	NEW			No stated value
046/2009	7/04/2009	Ann Ward	PO Box 1356 Kununurra WA	Ann Ward	Lot 139 Whimbrel Rd Kununurra	Addition to Existing house(sleepout)	New		77	\$80,000.00
047/2009	7/04/2009	Lone Eagle (WA) Pty Ltd	PO Box 637 Kununurra	Lone Eagle (WA) Pty Ltd	Lot 314 Cyril Kleinig Drive Kununurra	Class 3 accommodation with Class 10A tropical roof	New		112	\$50,000.00
048/2009	7/04/2009	Paul Hutton	PO Box 285 Kununurra	Paul Hutton	8 Woollybutt street Kununurra	Class 10a non Habitable shed	New		82.5	\$25,000.00
049/2009	7/04/2009	Warraminga Pty Ltd	PO Box 2111 Kununurra	D E Fulcher	Lot 557 (112) Coolibah Drive Kununurra	Class 6 - Shop Fit-out /refurbishment - division of shop into two tenancies	Add		220	\$50,000.00
050/2009	9/04/2009	Craig & Keeley Palmer	PO Box 305 Kununurra	Craig & Keeley Palmer	Loc 531 Riverfarm Road Kununurra	Class 10A Shade House	NEW	8.4238	210	\$10,000.00
051/2009	9/04/2009	Shire of Wyndham East Kimberley	PO Box 614 Kununurra	Shire of Wyndham East Kimberley	Lot 445 Arthur Road Wyndham	Class 10A - ablution facility - Wyndham Airport	New		6.8	\$35,000.00
052/2009	13/04/2009	Shire of Wyndham East Kimberley	PO Box 614 Kununurra	Shire of Wyndham East Kimberley	Res 42371 (Lot 2370) Old Darwin Road	Class 10A - ablution facility - Celebrity Tree Park	New		13.6	\$65,000.00

053/ 2009	13/04/2009	Chris Daniel	PO Box 39 Wyndham	Chris Daniel	Lot 961 (22) Koojarra Street Wyndham	Class 1A dwelling with attached Class 10A Carport	New	1062	225	\$240,000.00
054/ 2009	20/04/2009	Steve Guerinoni	PO Box 195 Kununurra	Steve Guerinoni	Lot 1529 Poincettia Way Kununurra	2 Class 7b/8 Sheds	New	4591	334 and 417	\$200,000.00
055/ 2009	20/04/2009	Mick Guerinoni	PO 559 Kununurra	Mick Guerinoni	3 Stockman Rd Kununurra	Class 7b/8 with class 5 office	New	243940	2550	\$241,000.00
056/ 2009	21/04/2009	TFS Properties	PO Box 628 Kununurra	Glendale Homes	lot 6 Mills rd	Class 1A dwelling	New		92.61	\$201,031.00
057/ 2009	22/04/2009	Ann Innes	PO Box 764 Kununurra WA 6743	Darren Fulcher	Lot 199 Quondong	Class 1A dwelling with attached Class 10A Carport	New	611	321	\$350,000.00
058/ 2009	22/04/2009	Darren Fulcher	PO 753 Kununurra	Darren Fulcher	Lot 189 Quondong	Class 1A dwelling with attached Class 10A Carport	New	611	321	\$350,000.00
059/ 2009	29/04/2009	Simon Roxburgh	PO Box 922 Kununurra	Adrain Roxburgh	Lot 200 Flametree	class 10b pool	New	563		\$20,000.00
060/ 2009	30/04/2009	Mike Britza	PO Box 978 Kununurra	Mike Britza	Lot 17 Egret Close	Class 1a dwelling additions	Add		nil extra	\$25,000.00
061/ 2009	30/04/2009	NJH Property	GPO Box 4298 Darwin NT 0801	Nimble Homes Registered Builder 47214CR	Lot 175(12) Banyan St	Two Class 1a Dwellings (duplex)	New	864	103 each	\$480,000.00
										\$2,422,031.00

THERE WERE NO SIGN LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 April 2009

DEMOLITION LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 April 2009

Licence Number	Date	Assess No	Property Address	Premises	Owner	Builder/ Contractor	Contact Details	Comments (Asbestos)
007/2009	9/04/2009	2233	Lot 445 Arthur Road Wyndham	Class 10A ablution block	Shire of Wyndham East Kimberley	Shire of Wyndham East Kimberley	PO Box 614 Kununurra	Transportable building

COMMUNITY QUICK GRANTS DELEGATED AUTHORITY APPROVALS - 22 April 2009 to 12 May 2009

Approval Date	Organisation	Purpose of Quick Grant	Total Project Cost	Amount Requested	Amount Approved
16 April 2009	Barramundi Concert Organising Committee	Contribution to Barramundi Concert	\$50,690.00	\$500.00	\$500.00
21 April 2009	Kununurra Netball & Softball Associations	To send a representative to the Northern Regional Recreation Conference in Broome	\$800.00	\$500.00	\$500.00

12.6.6 ADOPTION OF PROPOSED LEASES FOR COMMERCIAL BOAT OPERATORS (8676)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	43.04.01
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider the draft leases prepared for the commercial boat use of parts of Reserve 41812 on Lake Kununurra, between Swim Beach and Ski Beach

BACKGROUND

At the Ordinary Council meeting 16 December 2008 Council resolved to establish new leases on the Lake Kununurra Foreshore for commercial boat operators to use. The Council resolution is provided below:

Minute No. 8676

That after consideration of public comment:

1. *Council offer by private treaty 21 year leases to the following companies; Triple J, Kununurra Cruises- The BBQ Boat, Alligator Airways and Diversion Cruises & Hire - Celliston Nominees, to facilitate establishment of their business on the Lake Kununurra Foreshore in the area indentified as Proposed Leases Stage 1 on Map 1 attached, with the following conditions:*
 - a. *That the rental rate shall be \$7 per square metre.*
 - b. *That lease fees be set at 50% of market rate in year one of the proposed lease, 75% of the market rate in year two, and 100% in year three.*
 - c. *That fees are payable annually in advance.*
 - d. *Rent shall be reviewed on an annual basis with the rent to increase by the State CPI. Should the application of CPI result in a reduction in rent the current rent shall be charged*
 - e. *Shire rate to apply to lease.*
2. Council advise the proprietors for Triple J, Kununurra Cruises - The BBQ Boat, Alligator Airways and Diversion Cruises & Hire - Celliston Nominees that should the offer of the lease not be confirmed in writing to the Council by the 30 January 2009, then the offer of the leases will lapse, and Council will reconsider its options including disposal of the proposed leased areas by public tender and or auction.

A draft lease has been prepared and provided to the proposed lessees, elected members of Council, and the Department of Water (as co vestee of Reserve 41812) separate to this report.

STATUTORY IMPLICATIONS

Section 3.58 of the Local Government Act 1995 requires determines that leasing of land is regarded as “disposal” of land under that Act. The Act requires that advertising and consideration of public comment occur before a final determination to proceed to lease by private treaty occurs. This process has been followed.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Lease areas total approximately 3000m². At a rate of \$7m² the leases will result in an ongoing revenue of \$63,000 per year.

STRATEGIC IMPLICATIONS

The proposed leases contribute to a number of strategic goals the Council has set including:

- Partnering with tourism strategies that promote opportunities for economic growth,
- Advocating for opportunities unique to the region,
- Effective partnership with the public and private sectors.

COMMUNITY CONSULTATION

Public advertising and consideration of public comment occurred in 2008.

COMMENT

Establishment of a suitable inlet for the mooring of Triple J and The BBQ Boats, and clearing of lease sites has commenced.

The three proposed lessees are combining and using the same architects and suppliers of materials to establish their lease premises so that the development is of a consistent standard.

An order has been placed with Horizon Power to connect power to the lease sites.

Assuming the lease is adopted by Council as recommended, and the lessees sign off, it is still going to be some months before the leased sites can be operational. During that time, and until the sites are operational it will be

necessary for these businesses to continue to operate as they have done in previous years.

There is going to be the need for some change to the draft lease around matters such as fuel storage, sullage management and building standards etc. Fuel and sullage storage and conditions for that will need the approval of other agencies, and this is currently being negotiated.

Building standards are a consideration for the Council in accordance with the building legislation it manages, the Town Planning Scheme and use of the leased site and Reserve. Plans for the proposed infrastructure have not been submitted to the Shire as yet.

ATTACHMENTS

Draft lease.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopt the draft lease as presented and consistent with the conditions determined in Council Minute Number 8493, to establish the leases with Triple J Tours, The BBQ Boat, and Alligators Airways, on the Lake Kununurra Foreshore, between Swim Beach and Ski Beach, and that Council give delegated authority to the Shire President, Deputy Shire President and Chief Executive Officer to negotiate change to the draft lease, as needed to facilitate the lease implementation.

COUNCIL DECISION

Minute No. 8676

Moved:Cr R Boshammer

Seconded:Cr R Addis

That Council adopt the draft lease as presented and consistent with the conditions determined in Council Minute Number 8493, to establish the leases with Triple J Tours, The BBQ Boat, and Alligators Airways, on the Lake Kununurra Foreshore, between Swim Beach and Ski Beach, and that Council give delegated authority to the Shire President, Deputy Shire President and Chief Executive Officer to negotiate change to the draft lease, as needed to facilitate the lease implementation.

CARRIED UNANIMOUSLY: (8/0)

**LEASE
PORTION OF WATERFRONT
RESERVE 41812
LAKE KUNUNURRA**

**SHIRE OF WYNDHAM EAST KIMBERLEY and DEPARTMENT OF WATER
("Landlord")**

AND

**TRIPLE J TOURS KUNUNURRA PTY LTD
(ACN 059 728 035)
("Tenant")**

AND

**JEFFREY ALLAN HAYLEY and CAMERON CHARLES MACKIE
("Guarantor")**

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THIS DEED is made day
of 2008

BETWEEN

SHIRE OF WYNDHAM EAST KIMBERLEY of PO Box 614, Kununurra, Western Australia 6743, and **DEPARTMENT OF WATER** of PO Box 625, Kununurra, Western Australia 6743 ("Landlord")

AND

TRIPLE J TOURS KUNUNURRA PTY LTD (ACN 059 782 035) of 2253 Coolibah Drive, Kununurra, Western Australia ("Tenant")

AND

JEFFREY ALLAN HAYLEY of 2253 Coolibah Drive, Kununurra, Western Australia and **CAMERON CHARLES MACKIE** of 445 Jabiru Road, Kununurra, Western Australia ("Guarantor")

RECITALS

- A. The Land is portion of Reserve 41812 ("the Reserve") for the purpose of foreshore and recreation. The care, control and management of the Reserve has been placed by the Minister for Planning and Infrastructure (the Minister) with the Landlord with power to lease for a term not exceeding 21 years, subject to the prior approval in writing of the Minister to any such lease or assignment of any such lease.
- B. At the request of the Tenant, the Landlord has agreed to lease the Premises to the Tenant on the terms and conditions contained in this Lease.
- C. The Minister has approved this Lease.

THE PARTIES COVENANT AND AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

Address means the address specified in this Lease or any other address which the Landlord by notice to the Tenant nominates;

Authorised Person means an agent, employee, licensee or invitee of the Tenant, and any person visiting the Improvements with the express or implied consent of any of the persons mentioned in this paragraph;

Business Day means any day which is not a Saturday, Sunday or gazetted public holiday in the State of Western Australia;

Commencement Date means the date specified in Item 3 of Schedule One;

Consumer Price Index means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

Costs and Expenses means the costs and expenses mentioned in clause 9;

CPI Rent Review Date means each CPI rent review date as specified in item 7 of Schedule 1;

Current CPI means the Consumer Price Index number last published before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

Current Market Rent means the current market rent on an annual basis of the Premises, assuming that:

- (a) the Landlord and Tenant have observed all the terms of this Deed;
- (b) the Tenant will occupy the Premises on the terms of this Deed; and
- (c) if any part of the Improvements has been damaged or destroyed, that part of the Improvements has been reinstated,

and taking into account:

- (d) current rent values of similar premises leased at their highest and best use;
- (e) current rent values in respect of rent reviews during current tenancies of similar premises;
- (f) current rent values in respect of renewals of existing tenancies of comparable premises; and
- (g) the value of permanent structural improvements erected or installed at the Tenant's expense and which the Tenant may not remove at Termination,

but ignoring:

- (h) any value attaching to goodwill created by the Tenant's occupation of the Premises;
- (i) any value attaching to the Tenant's trade fixtures and fittings on the Premises;
- (j) any value attaching to any licence or permit in respect of the business carried on by the Tenant at the Premises;
- (k) the fact that part of the Term has elapsed at the Rent Review Date;

- (l) any inducement, whether in cash or kind, or other concession customarily or likely to be offered to Lessees; and
- (m) any temporary disturbance resulting from maintenance of any part of the Land, the Building or the Plant and Equipment at any time carried out by the Landlord;

Deed means this deed as amended, varied or supplemented from time to time;

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat;

Event of Default means an event specified in clause 33;

Facility means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Land or the Building;

Final Period means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

Financial Year means a year beginning on 1 July and ending on the following 30 June;

First Period means the period between the Commencement Date and the last day of the first Lease Year;

Further Term means each further term specified in Item 5 of Schedule One;

Holding Over means holding over by the Tenant under clause 43;

Improvements means all of the development, construction and improvements more particularly described as the Improvements under Schedule 2 that are erected on the Premises by the Tenant;

Insurance Company means a public insurance company carrying on business in Australia and authorised to operate as an insurance company under any applicable statute from time to time in force, but approval by the Landlord of an Insurance Company, insurance broker or an alteration in the terms of a policy does not imply any warranty by the Landlord in respect of that Insurance Company, that broker or those terms, or release the Tenant from any obligation or liability under this Deed;

Insured Risk means an event against which the Landlord or the Tenant insures including, but not limited to fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rain water, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

Interest means interest at the rate specified in Item 8 of Schedule One;

Land means the land described in Item 2 of Schedule One;

Lease means this deed, the Schedule and any attachments as amended from time to time;

Lease Year means a Financial Year or any other period of 12 months nominated by the Landlord, and includes, where appropriate, the First Period and the Final Period;

Landlord's Covenants means the covenants, agreements and obligations contained or implied in this Deed or imposed by law to be observed and performed by the Landlord;

Landlord's Fixtures means the fixtures specified in Item 9 of Schedule One;

Landlord's Rights means:

- (a) the right to enter and install in the Premises cables, pipes and wires for the supply of a Service, Facility, telephone, electronic communication or other like service or facility for the Improvements or the Land or; and
- (b) all rights in favour of the Landlord contained or implied in this Deed or granted by law;

Managing Agent means the firm specified in Item 11 of Schedule One or any person, firm or corporation as the Landlord by notice to the Tenant nominates;

Market Rent Review Dates means each Market Rent Review date specified in Item 7 of Schedule One.

Money Payable means the Rent and any other money payable by the Tenant under this Deed;

Party means the Landlord or the Tenant according to the context;

Plant and Equipment means any plant and equipment for or in connection with any Service or heating, cooling, lighting, power or plumbing serving the Land or the Improvements;

Premises means the premises specified in Item 1 of Schedule One;

Previous CPI means the Consumer Price Index number last published before the date which is 12 months before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 6 to determine an index, the number certified by that actuary;

Rates and Taxes means:

- (a) council rates and charges including but not limited to, rubbish removal rates and charges and fire services;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;

- (c) water, drainage and sewerage rates, including but not limited to meter rents, charges for the disposal of storm water and excess water charges,

levied, charged, assessed or imposed in respect of any part of the Land, or the Premises or the ownership or occupation of any part of the Land or the Premises including but not limited to stamp and transaction duties, together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936*;

Rent means the rent specified in Item 6 of Schedule One as varied from time to time under this Deed;

Rent Review Date means each date specified in Item 7 of Schedule One and the relevant rent method expressed for each date;

Rent Review Notice means a notice given by the Landlord to the Tenant under clause 6.2 or clause 6.3;

Schedule means the schedules to this Deed;

Service means electricity, gas, oil, fuel, water or other like facility or service;

Tenant's Business means the activities and operations associated with the operation of a marine based tourism and recreation enterprise, and consistent with the designated purpose for which the Reserve is reserved under s.41 of the Land Administration Act 1997, but subject to all local government and other approvals required by law being first obtained by the Tenant prior to the commencement of any development of the Premises by the Tenant;

Tenant's Covenants means the covenants, agreements and obligations contained or implied in this Deed or imposed by law to be observed and performed by any person other than the Landlord;

Tenant's Fixtures means each fixture installed in or on the Premises by the Tenant, including the Improvements and any sign erected or affixed to the Land by or on behalf of the Tenant;

Tenant's Proportion means the whole of the Variable Outgoings for the Lot comprising the Premises (as indicated on the Plan annexed to this Lease);

Tenant's Rights means:

- (a) the right to use exclusively:
- (i) the Landlord's Fixtures from time to time in the Premises; and
 - (ii) the Facilities in and the Services supplied to the Premises,

together with all rights in favour of the Tenant contained or implied in this Deed and the right to install cables in the Improvements subject to the approval of the Landlord; and

- (b) the non-exclusive right to use:
 - (i) the Landlord's Fixtures in;
 - (ii) the Plant and Equipment in, on or serving;
 - (iii) the Facilities in; and
 - (iv) the Services supplying,any other part of the Premises, as required for the conduct of the Tenant's Business;

Term means the term specified in Item 4 of Schedule One and any Further Term;

Termination means the expiry of the Term or any period of holding over by effluxion of time or any earlier determination;

Variable Outgoings means all outgoings, costs and expenses of the Landlord, including Rates and Taxes assessed, charged, payable or incurred in respect of the Premises, Land or the Improvements including, but not limited to, the cost of:

- (a) insuring the Improvements or any part of the Improvements and any equipment or appliance in the Premises or the Improvements against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions, loss of rent, demolition and removal of debris, architects and other consultants fees, claims under Workers Compensation legislation, and statutory liability by employees of the Landlord working in or about the Improvements, owners third party liability and all other risks which the Landlord insures against;
- (b) compacting, storing and removing rubbish;
- (c) landscaping and maintaining any part of the Land and the Premises;
- (d) providing, maintaining, repairing, replacing, decorating, managing, administrating, controlling and securing any service or thing which the Landlord considers necessary or expedient or an improvement to the amenities of the Premises or the Land;
- (e) employing and providing facilities for staff for the matters mentioned in this definition;
- (f) legal fees and disbursements in relation to the matters mentioned in this definition;
- (g) providing motor vehicles, plant, equipment, tools and materials for the matters mentioned in this definition;

- (h) taxes and statutory charges associated with the matters mentioned in this definition including but not limited to payroll tax, financial institutions duty, bank debits tax, tax on goods or services and taxes of a type not charged at the Commencement Date; and
- (i) fees payable to the Managing Agent.

2. INTERPRETATION

- 2.1 Unless otherwise required by the context or subject matter, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns. If a party comprises 2 or more persons, a reference to a party includes the executors, administrators, personal representatives, successors and assigns of each of those persons.
- 2.2 If a party comprises 2 or more persons, the covenants and agreements bind and must be performed by each of them jointly and severally and may be enforced against any one or any 2 or more of them.
- 2.3 Where applicable, words denoting the singular include the plural, words denoting the plural include the singular, and words denoting a gender include each gender.
- 2.4 A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order in force from time to time.
- 2.5 Subject to any provision to the contrary, a reference to any other deed, agreement or instrument includes a reference to that other deed, agreement or instrument as amended, supplemented or varied from time to time.
- 2.6 When the day or last day for doing an act is not a business day, the day or last day for doing the act will be the next following business day.
- 2.7 Except in the Schedule, headings in this Deed do not affect its interpretation.
- 2.8 Where applicable, a reference to a body corporate includes a natural person, and a reference to a person includes a body corporate.

3. GRANT OF LEASE

The Landlord leases and grants the Tenant's Rights to the Tenant and the Tenant takes a lease of the Premises subject to the Encumbrances for the Term and subject to the payment of the Rent and any other Money Payable and the observance and performance of the Tenant's Covenants, but reserving to the Landlord the Landlord's Rights.

4. QUIET ENJOYMENT

Subject to any contrary provision and subject to the observance and performance of the Tenant's Covenants, the Tenant may quietly hold the Premises and enjoy the Tenant's Rights during the Term without any interruption or disturbance from the Landlord.

5. RENT

The Tenant must pay the Rent (without deduction or offset) by equal monthly instalments in advance on the first day of each month during the Term with the first payment due on the Commencement Date, except that the first and final payments will be apportioned on a daily basis if they are in respect of periods of less than a month.

6. RENT REVIEW

6.1 **General**

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following paragraphs of this clause 6.

6.2 **CPI Rent Review**

(a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the greater of the sums calculated on the basis of the formulae contained in sub paragraphs 6.2(a)(i) and 6.2(a)(ii).

(i) $RR = (R \times CCPI) \text{ divided by } PCPI$

Where:

"RR" = the annual Rent as reviewed;

"R" = the annual Rent payable immediately before the relevant CPI Rent Review Date;

"CCPI" = the Current CPI; and

"PCPI" = the Previous CPI.

(ii) $RR = R + (R \times PMI)$

Where:

"RR" = the annual Rent as reviewed;

"R" = the annual Rent payable immediately before the relevant CPI Rent Review Date; and

"PMI" = the percentage of minimum increase (if any) specified in Schedule 1 next to each CPI Rent Review Date.

- (b) The Landlord may not earlier than three (3) months before a CPI Rent Review Date give the Tenant a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Rent Review Date (“CPI Rent Review Notice”), except that the failure of the Landlord to give such a notice before the CPI Rent Review Date does not preclude the Landlord from giving such a notice in respect of that CPI Rent Review Date at any later time.

(c) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review, the Consumer Price Index number is not published or, in the opinion of the Landlord there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining Previous CPI, then the Landlord may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Rent Review Date; and
- (ii) in respect of Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the new date which is twelve (12) months prior to that CPI Rent Review Date;

and the actuary’s determination will be binding on the Landlord and the Tenant and the Landlord and the Tenant will pay the actuary’s costs in equal shares.

6.3 Market Rent Review

- (a) With effect from each Market Rent Review Date, the Landlord shall review the Rent so that it is the greater of the Current Market Rent or the annual Rent payable immediately before the Market Rent Review Date.
- (b) The Landlord may not earlier than three (3) months before a Market Rent Review Date give the Tenant a notice setting the Rent at a Rent which the Landlord considers to be the Current Market Rent (“Market Rent Review Notice”) except that the failure of the Landlord to give such a notice before the Market Rent Review Date does not preclude the Landlord from giving such a notice in respect of that Market Rent Review Date at any later time.

6.4 Determination of Current Market Rent

If the Landlord reviews the Rent to the Current Market Rent and the Tenant disagrees with the Landlord’s determination, the

Tenant shall give the Landlord a notice within (1) Business Days of service of the Market Rent Review Notice on the Tenant disputing the Landlord's determination ("Dispute Notice"), and the Current Market Rent shall be determined:

- (a) by agreement between the Landlord and the Tenant; or
- (b) if the Landlord and the Tenant cannot agree on the Current Market Rent, by a licensed valuer nominated by the Landlord and the Tenant; or
- (c) if the Landlord and the Tenant cannot agree on a licensed valuer, by a licensed valuer nominated by the Landlord and a licensed valuer nominated by the Tenant, but if either party fails to nominate a licensed valuer, that party's nomination shall be made by the President of the Australian Property Institute (Inc) (WA Division) at the request of the other party; or
- (d) if the licensed valuers appointed by the Landlord and the Tenant cannot agree on the Current Market Rent, by a licensed valuer nominated by the President of the Australian Property Institute (Inc) (WA Division) at the request of either party;
- (e) be a member of the Australian Property Institute (Inc) (WA Division) and have no less than five years' experience in carrying out rent reviews in metropolitan retail complexes;
- (f) determine the Current Market Rent within seven (7) Business Days of appointment;
- (g) act as an expert and not as an arbitrator; and
- (h) give the Landlord and the Tenant the licensed valuer's determination in writing setting out the reasons for it;

and:

- (i) the annual rent as reviewed and payable from the Market Rent Review Date shall be the higher of the annual Rent payable immediately before the Market Rent Review Date and the Current Market Rent as determined by the Valuer under this clause 6.
- (j) the Landlord and the Tenant shall be obliged to pay the Valuer's fees in equal shares except where the Valuer's determination is equal to or greater than the Landlord's determination of Current Market Rent, when the Tenant shall pay the whole of the Valuer's fees;
- (k) if the Tenant gives a Dispute Notice the Tenant shall nevertheless pay the reviewed Rent stated in the Landlord's Market Rent Review Notice until the amount of the reviewed Rent is determined as specified in clause 6.3 provided that if the Current Market Rent determined by the

Valuer is more than the annual Rent payable immediately before the Market Rent Review Date; and:

- (i) the Current Market Rent determined by the Valuer is less than the Current Market Rent determined by the Landlord, the Landlord shall credit the Tenant with the amount of the overpayment in respect of any future instalments of Rent due; or
 - (ii) if the Current Market Rent determined by the Valuer is more than the Current Market Rent determined by the Landlord, the Tenant shall immediately pay the Landlord the amount of the underpayment for the period from the Market Rent Review Date; and
- (l) if the Tenant fails to give a Dispute Notice within the ten (10) Business Days period stipulated in this paragraph, the Current Market Rent as determined by the Landlord and set out in the Landlord's Market Rent Review Notice shall apply and is payable by the Tenant from the relevant Market Rent Review Date.

7. NOT TO CAUSE RENT REDUCTION

The Tenant must not by any act or omission cause, directly or indirectly, the Rent to be reduced or impose on the Landlord any liability of the Tenant under this Deed unless obliged to do so by any statute or with the consent of the Landlord.

8. RATES AND TAXES AND VARIABLE OUTGOINGS

- 8.1 The Tenant must pay to the Landlord within 10 Business Days, or if the demand is made to the Tenant by any statutory authority then to that authority on demand, in full all Rates and Taxes and other outgoings separately assessed or imposed by any statutory authority or other service provider solely in respect of the Premises, including but not limited to telephone services, electricity, gas and other power and light charges and expenses, including, but not limited to:
- (a) charges and assessments for use under assessments or meter readings;
 - (b) meter rents; and
 - (c) the cost of installation of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power.
- 8.2 The Tenant must pay to the Landlord, within 10 Business Days of receipt of the notice of demand, the Tenant's Proportion of Variable Outgoings relating to the Premises.
- 8.3 Except in the case of manifest error, a statement issued by the Landlord under this clause will be prima facie evidence of the matters stated in that statement.

8.4 If the Variable Outgoings includes any tax on goods or services, the Tenant must also pay that tax to the Landlord.

9. COSTS AND EXPENSES

The Tenant must pay to the Landlord or as the Landlord directs, all the Landlord's reasonable costs, charges and expenses in connection with:

- (a) the negotiation, preparation, execution, settlement and stamping of this Deed;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Deed, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969;
- (c) any inspection or report concerning the Premises;
- (d) any breach of the Tenant's Covenants;
- (e) any work done at the request of the Tenant;
- (f) the exercise or attempted exercise of the Landlord's Rights; and
- (g) any action, suit or proceeding to which the Landlord is joined as a party as a result of the Tenant's occupation of the Premises,
- (h) advertising costs in accordance with the *Local Government Act 1995*;
- (i) all valuation costs in respect of this Lease;

and such costs, charges and expenses include, but are not limited to:

- (j) taxes and fees and fines and penalties which may be payable in connection with this Deed;
- (k) all legal costs and expenses on a full indemnity basis or solicitor and own client basis whichever is the higher; and
- (l) all interest which the Landlord is entitled to claim.

10. INTEREST ON OVERDUE MONEY

If any Rent or other Money Payable is unpaid for 14 days, whether demand is made or not, the Tenant must pay to the Landlord on demand Interest on that Rent or other Money Payable, computed from the due date for payment until payment, and such payment will not affect any of the Landlord's Rights.

11. LESSEE TO MAINTAIN IMPROVEMENTS

The Tenant must maintain the structure of the Improvements in a safe condition.

12. LESSEE TO MAINTAIN PREMISES AND IMPROVEMENTS

The Tenant must:

- (a) promptly repair to the satisfaction of the Landlord any damage to the Premises or Improvements for which the Tenant is liable;
- (b) replace to the satisfaction of the Landlord:
 - (i) all broken or damaged glass in the doors, walls or windows of the Improvements irrespective of the cause of breakage or damage; and
 - (ii) all electric globes and fluorescent tubes in the Improvements which fail for any reason;
- (c) maintain that part of any drains, pipes and other conduits originating in or connected to the Premises or the Improvements in a clean, clear and free flowing condition;
- (d) not without the Landlord's prior written consent interfere with the drainage or water supply facilities serving the Premises or the Improvements or any equipment connected to such facility;
- (e) paint and decorate the Improvements every 5 years during the Term and during the last 6 months of the Term in a proper manner, using suitable, good quality materials of a colour and quality first approved by the Landlord in writing;
- (f) keep the Premises and Improvements free from dirt and rubbish, and keep all rubbish in suitable receptacles;
- (g) take reasonable precautions to keep the Premises and Improvements free of animals, birds and insects and all vermin, and if required by the Landlord, from time to time, employ at the Tenant's cost pest exterminators approved by the Landlord;
- (h) maintain a service agreement with a reputable pest control company approved by the Landlord for the prevention of white ant infestation in or about the Premises and Improvements;
- (i) keep the Premises and Improvements clean according to normally accepted standards of cleaning; and
- (j) keep the Premises and Improvements in good, substantial and tenantable repair, excepting:
 - (i) fair wear and tear;
 - (ii) damage caused by an event which is the subject of an Insured Risk which the Landlord has insured against, but if payment of the insurance money in respect of that damage is refused or reduced by reason of a default of the Tenant, the Tenant must in respect of that damage maintain the Premises in good condition to the extent that payment of that insurance money is refused or reduced, except that the

Tenant's obligation is reduced to the extent that payment of insurance money under the Landlord's insurance policy is refused or reduced by reason of an act or default of the Landlord.

13. MAINTENANCE OF LANDLORD'S FIXTURES

The Tenant must:

- (a) maintain the Landlord's Fixtures and the Facilities in the Premises in good condition and replace any damaged items excepting fair wear and tear and damage caused by an event which is the subject of an Insured Risk which the Landlord has insured against, but if payment of the insurance money in respect of that damage is refused or reduced by reason of a default of the Tenant, the Tenant must in respect of that damage maintain the Landlord's Fixtures and the Facilities in the Premises in good condition to the extent that payment of that insurance money is refused or reduced, except that the Tenant's obligation is reduced to the extent that payment of insurance money under the Landlord's insurance policy is refused or reduced by reason of an act or default of the Landlord;
- (b) if the Tenant is liable to replace any of the Landlord's Fixtures or the Facilities in the Premises, replace that Landlord's Fixture or Facility with an item of similar quality, colour and design, and carry out the replacement to the satisfaction of the Landlord; and
- (c) keep the Facilities within the Premises unobstructed.

14. RESTRICTION ON ALTERATIONS

Deleted – Not Applicable

15. USE OF THE PREMISES

The Tenant Covenants with the Landlord as follows:

15.1 **Generally**

Not to use or permit the Premises to be used for any purpose other than for the Tenants Business.

15.2 **Maintenance**

To maintain, rehabilitate and stabilise the foreshore of the Premises as may be necessary to permit continuous access by the public to infrastructure and to approved structures upon the Land.

15.3 **Foreshore Bank**

Not to modify, or permit the modification of, the foreshore bank of the Premises except in accordance with the Improvements referred to in Schedule 2.

15.4 **Improvements and Additions**

Not to erect, construct, build, install or bring any buildings or structures of a permanent nature on the Premises or make any other alterations, additions or improvements on the Premises except in accordance with Schedule 2 of the Lease.

15.5 Foreshore Vegetation

Not to remove any vegetation from the Premises EXCEPT:

- (i) in accordance with a foreshore management / rehabilitation plan approved by the Landlord;
- (ii) exotic species;
- (iii) in the case of native vegetation, with the prior written consent of the Landlord and all approvals required by law; and
- (iv) by mechanical means rather than chemical application methods to the extent practicable.

The Tenant must ensure that all areas from which vegetation is removed shall be promptly rehabilitated and revegetated with local, native species in order to minimise soil erosion and run-off.

15.6 Water Use Conservation

The Tenant must conduct all reticulation and irrigation activities on the Premises in accordance with best practice water conservation principles.

15.7 State Government Planning Policies

The Tenant must observe, perform and comply with the provisions of all present and future State Government planning policies that affect the Land and/or the adjacent waterway (for example, the *Policy and Guidelines for Recreation and General Access on Crown Land with Public Drinking Water Source Areas and Other Water Source Catchments.*)

16. MISCELLANEOUS RESTRICTIONS ON USE

The Tenant must not:

- (a) use or permit anyone to use the Premises for an immoral or unlawful purpose;
- (b) do or carry on in the Premises any thing which causes a nuisance, damage, or disturbance;
- (c) do or carry on in the Premises any harmful, offensive or illegal act, matter or thing;
- (d) place any rubbish on any part of the Premises except in a place for disposal of that type of rubbish;
- (e) burn any rubbish on the Premises; or
- (f) fail to remove on a regular basis any rubbish of a kind not removed by the local authority.

17. INFLAMMABLE SUBSTANCES

The Tenant must not except for reasonable quantities for normal applications in connection with the use of the Premises permitted by the Landlord use or store any chemical or inflammable substances within the Improvements.

18. ADVERTISEMENTS OR NOTICES

The Tenant must not display from or affix to the Premises or any other part of the Improvements any advertisement or notice visible from outside the Premises without the prior consent of the Landlord which the Landlord may not unreasonably withhold in the case of a notice stating the name and business of the Tenant affixed in a place immediately adjacent to the Premises.

19. SECURITY OF THE PREMISES

The Tenant must not leave the Premises unattended unless access to the Premises is securely fastened and locked.

20. ENTRY BY LANDLORD

The Landlord or a person authorised by the Landlord may enter the Premises and Improvements at reasonable times after giving the Tenant reasonable written notice of entry, or on demand in the case of an emergency, with or without workmen and others, and with or without plant, equipment and materials, to:

- (a) inspect the state of repair of the Premises and Improvements and to ensure that there is no breach of the Tenant's Covenants;
- (b) maintain or repair the Premises and Improvements;
- (c) maintain, repair or alter the Services or any cables, pipes or wires within the Premises and Improvements;
- (d) carry out works required by a statutory authority;
- (e) maintain, service, install or remove any Plant and Equipment;
- (f) remove harmful substances;
- (g) comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises or the Improvements for which the Landlord is liable under this Deed; and
- (h) view the Premises or Improvements with persons having or seeking an interest in the Premises or Improvements or any part thereof, financiers, insurers and other similarly interested persons,

and the Landlord must use its best endeavours not to cause any undue inconvenience to the Tenant.

21. STRATA BY-LAWS

Deleted - Not Applicable

22. VARIATIONS TO THE STRATA SCHEME

Deleted - Not Applicable

23. EASEMENTS

23.1 Subject to clause 23.2, the Landlord may:

(a) grant rights of support to any owner, Tenant, occupier or other person interested in land adjacent to or near to the Premises or any public authority;

(b) transfer any part of the Land; or

(c) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises.

for the purpose of providing:

(d) a public or private entrance to or exit from;

(e) a support for a structure erected on;

(f) the supply of a Service, Facility or telephone or electronic communication to; or

(g) any other right, privilege or facility for,

the Premises, or any other land.

23.2 The Landlord must not transfer, grant or create any easement, right or privilege, which substantially and permanently derogates from the Tenant's Rights without first obtaining the Tenant's consent.

24. INSPECTION BY PROSPECTIVE TENANTS OR PURCHASERS

The Landlord or a person authorised by the Landlord may:

(a) enter the Premises or Improvements to allow prospective purchasers or Tenants of the Premises to inspect the Premises; or

(b) within 3 months before the end of the Term, display outside the Premises a sign containing any information which the Landlord sees fit indicating the availability of the Premises for lease or other occupation.

25. PLANT AND EQUIPMENT AND FIXTURES

25.1 The Tenant must:

- (a) not use any Facility, Plant and Equipment or Landlord's Fixtures for a purpose other than that for which it was designed;
- (b) comply with the reasonable requirements of the Landlord relating to the Plant and Equipment;
- (c) Deleted – Not Applicable
- (d) not do anything which might interfere with or impair the efficient operation of the Plant and Equipment; and
- (e) not install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards, through which electricity is connected to the Premises.

25.2 If the Tenant wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and the Landlord grants its consent, and the Landlord considers that any alteration is necessary to comply with the requirements of the Landlord's insurance underwriters or with any statute in force from time to time, then:

- (a) that alteration will be effected by the Landlord at the expense of the Tenant;
- (b) the Tenant must pay the entire cost of the alteration to the Landlord on demand by the Landlord; and
- (c) if required by the Landlord the Tenant must deposit with the Landlord the estimated cost of the alteration before commencement of any work.

26. INSURANCE

The Tenant must:

- (a) maintain with an Insurance Company approved by the Landlord in the names of the Tenant and the Landlord and, if required by the Landlord, any mortgagee of the Landlord, for their respective rights and interests:
 - (i) adequate public risk insurance to a sum insured of at least the amount specified in Item 10 of Schedule One in respect of any one claim or any higher amount required by the Landlord from time to time;
 - (ii) insurance against the Insured Risk to a full insurable value on a replacement or reinstatement basis in respect of the Tenant's Fixtures;
 - (iii) a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in, about or from the Premises;

- (iv) a policy of insurance against all risks in respect of the Improvements; and
 - (v) other insurances in connection with the Premises which a prudent Tenant leasing premises comparable with the Premises would take out or which are reasonably specified by the Landlord; and
- (b) in respect of the insurances referred to above:
- (i) supply to the Landlord details;
 - (ii) produce each policy or certificate of insurance and each receipt for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Landlord when required to do so by the Landlord;
 - (iii) pay each premium at least 7 days before the due date, and when asked by the Landlord, produce receipts for the payments;
 - (iv) immediately rectify anything which might prejudice any insurance and re-instate the insurance if it lapses;
 - (v) notify the Landlord immediately when:
 - (A) an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (B) a policy of insurance is cancelled; and
 - (vi) ensure that the insurer has no right of subrogation against the Landlord;
 - (vii) not do or omit to do any act or thing which might render the insurance on the Premises void or voidable, or which might cause the rate of premium to be increased, and if the Landlord approves in writing any proposal of the Tenant to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

27. TENANT'S INDEMNITIES

27.1 The Tenant indemnifies and keeps indemnified the Landlord against each claim, demand, loss, damage or Costs and Expenses arising from or incurred in connection with any damage to the Premises or any loss of or damage to anything in it or near it, and any injury to any person in or near the Premises, caused or contributed to by the act, negligence or default of the Tenant or some danger created by the Tenant, whether or not the existence of that danger was or ought to have been known to the Tenant.

27.2 The Landlord is not liable in respect of any liability or loss resulting from:

- (a) any act or omission of any other person in the Premises;
- (b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Premises;
- (c) any other accident, damage or malfunction affecting the Premises, including, but not limited to, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables; or
- (d) damage to or loss of anything or injury to any person in or near the Premises due to any cause other than the negligence or default of the Landlord or any employee or agent of the Landlord.

27.3 The Tenant's obligation to indemnify the Landlord under this Deed or by law is unaffected by the obligation of the Tenant to effect insurance and the obligation of the Tenant to indemnify is paramount.

27.4 To the extent permitted by law, the Tenant must on demand pay to the Landlord an amount equal to all money paid by the Landlord in respect of any liability of the Tenant under this Deed.

27.5 The Tenant is subject to the same responsibilities relating to persons and property to which the Tenant would be subject if during the Term the Tenant were the owner and occupier of the freehold of the Premises.

27.6 The Tenant's obligation under clause 27.1 is relieved to the extent that payment of insurance money under the Landlord's insurance policy (if any) in respect of that obligation is received by the Landlord, or refused or reduced by reason of an act or default of the Landlord.

27.7 Unless this Deed provides otherwise, whenever the Tenant is obliged or required by this Deed to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Tenant.

27.8 Subject to clause 27.6, and without limiting the generality of clauses 27.1 and 27.5, the Tenant indemnifies and keeps indemnified the Landlord against each claim, demand, loss, damage or Costs and Expenses for which the Landlord becomes liable in respect of:

- (a) any overflow or leakage of water or other fluids in or from the Premises or the Improvements except where the flow or leakage is not caused by or due to any act or omission of the Tenant or an Authorised Person;
- (b) the cost of repair or replacement in respect of any damage caused to any part of the Improvements, any item of Plant and Equipment, or any Facility, outside the Premises if that

damage is caused by misuse by the Tenant or an Authorised Person; and

- (c) the cost of repair or replacement of any Plant and Equipment or Facility within the Premises or Improvements if it is damaged and that damage is caused by or contributed to by the Tenant or an Authorised Person.

28. LIMIT OF LANDLORDS LIABILITY

- 28.1 The Landlord will not be liable for any failure to perform or observe the Landlord's Covenants due to any reason beyond the direct control of the Landlord.
- 28.2 The Landlord will not be liable for loss, damage or injury to any person or property in or about the Land, the Improvements or the Premises however occurring unless caused by the negligence of the Landlord or its employees.
- 28.3 Each Landlord is only liable for breaches of the Landlord's Covenants occurring while that person is the registered proprietor of the Land.

29. REPORT TO TENANT

The Tenant must report promptly to the Landlord or the Managing Agent in writing and in the case of emergency, verbally:

- (a) any damage to or defect in the Premises the Improvements, the Landlord's Fixtures, the Plant and Equipment or the Facilities in the Premises of which the Tenant is or ought to be aware;
- (b) any malfunction of any Facility either within the Premises or Improvements or used by the Tenant;
- (c) Deleted – Not Applicable
- (d) any notifiable infectious disease occurring in the Premises; and
- (e) any circumstances likely to:
 - (i) be a danger; or
 - (ii) cause any damage or danger;

to the Premises, the Improvements or any person on or in the Premises, or the Improvements of which the Tenant is aware.

30. CAVEATS

- 30.1 The Tenant must not lodge an absolute caveat over the Premises to protect the interest of the Tenant under this Deed and the Tenant must withdraw any caveat lodged by or on behalf of the Tenant over the Premises on Termination.

30.2 In consideration of the Landlord granting the Tenant the Tenant's Rights, the Tenant irrevocably appoints the Landlord and every officer of the Landlord as defined by the Corporations Act to be the attorney of the Tenant, in the name and on behalf of the Tenant, and as the act and deed of the Tenant to sign and lodge at the Department of Land Information, Perth, a withdrawal of any caveat lodged by or on behalf of the Tenant and not withdrawn on Termination, and the Tenant:

(a) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this subclause; and

(b) indemnifies the Landlord in respect of any loss arising from any act done under or by virtue of this subclause, and the Landlord's costs and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Tenant affecting the Premises.

31. NOT TO IMPEDE EXERCISE OF LANDLORD'S RIGHTS

The Tenant must not impede the exercise of the Landlord's Rights.

32. COMPLIANCE WITH STATUTES

The Tenant must comply promptly with all statutes, rules and regulations from time to time in force relating to the Premises or the Improvements or the use of the Premises or the Improvements.

33. DEFAULT BY TENANT

An Event of Default occurs if:

- (a) any Rent or other Money Payable remains unpaid for 7 days after becoming due whether or not demand for payment is made;
- (b) the Tenant is in breach of any of the Tenant's Covenants other than covenants to pay Rent or other Money Payable for 14 days after notice has been given to the Tenant;
- (c) a receiver, or an agent in possession for a mortgagee is appointed in respect of any property of the Tenant;
- (d) the Tenant vacates the Premises or ceases to trade without first assigning the Premises pursuant to clause 40;
- (e) a mortgagee takes possession of any property of the Tenant;
- (f) any execution or similar process is made against the Premises or the property of the Tenant;
- (g) the Tenant, being a natural person, commits an act of bankruptcy;
- (h) an application is made, a resolution is passed or a meeting is convened for the purpose of considering a resolution for the Tenant to be wound up unless the winding up is for the purpose of reconstruction or amalgamation;
- (i) a compromise or arrangement is made between the Tenant and its creditors;
- (j) a resolution is passed, or a meeting is convened for the purpose of considering a resolution for the Tenant to be placed under official management;
- (k) the Tenant admits in writing its inability to pay its debts;
- (l) an application is made to a court for an order summoning a meeting of any class of creditors of the Tenant;
- (m) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Tenant under the Corporations Act or any similar process; or
- (n) an investigation is commenced under section 13 of the Australian Securities and Investments Commission Act to investigate the affairs of the Tenant; or
- (o) the Tenant is in breach of an instrument other than this Deed giving the Tenant a right to occupy any part of the Premises or the Improvements; or
- (p) Deleted – Not Applicable

- (q) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Guarantor;
- (r) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Guarantor's property; or
- (s) a person is appointed under legislation to investigate or manage any part of the Guarantor's affairs.

34. LANDLORD MAY RETAKE POSSESSION

- 34.1 After an Event of Default has occurred and without any notice or demand, the Landlord may at any time enter the Premises and on re-entry the Term will immediately determine but without affecting any of the Landlord's Rights or releasing the Tenant from liability with respect to the Tenant's Covenants.
- 34.2 The costs of re-entry or repossession by the Landlord are to be borne by the Tenant.

35. EXERCISE OF LANDLORD'S RIGHTS

- 35.1 The exercise by the Landlord of the Landlord's Rights will not be affected by demand for, or acceptance of the Money Payable by the Landlord after an Event of Default has occurred, and such demand or acceptance will not operate as an election by the Landlord either to exercise or not to exercise the Landlord's Rights.
- 35.2 If the Tenant fails to pay any Money Payable or does or fails to do any thing , the Landlord may without affecting any right, remedy or power arising from that default:
 - (a) pay that Money Payable or do or cease the doing of that thing or both as if it were the Tenant; and
 - (b) enter and remain on the Premises for that purpose;

and the Tenant must pay to the Landlord on demand the Landlord's cost of remedying each breach or default.

- 35.3 The Landlord may exercise the Landlord's Rights without proof of default by the Tenant or the continuance of that default, or notice being required other than is provided in this Deed, and notwithstanding laches, neglect or previous waiver by the Landlord in respect of any breach of the Tenant's Covenants or the exercise of the Landlord's Rights.

36. BREACH OF ESSENTIAL TERMS

- 36.1 Each of the Tenant's Covenants specified in clauses 5, 8, 12, 13, 14, 15, 16, 26 and 40 are essential terms of this Deed, except that this clause must not be construed to mean that there are no other essential terms in this Deed.

36.2 The Tenant must compensate the Landlord for any breach of an essential term and the Landlord is entitled to recover damages from the Tenant in respect of such breaches in addition to any other remedy or entitlement of the Landlord, including the right to determine the Term.

36.3 If the Term is determined:

- (a) for a breach of an essential term by the Landlord accepting a repudiation of this Deed by the Tenant; or
- (b) after the Tenant's failure to comply with a notice to remedy any default;

the Tenant must pay to the Landlord on demand:

- (c) the Rent and other Money Payable for the unexpired balance of the Term as if the Term had expired by the effluxion of time; and
- (d) damages for damage suffered as a result of the early determination, including but not limited to all costs of reletting or attempting to re-let the Premises, less the rent and other money payable which the Landlord reasonably expects to recover by reletting the Premises for the period between the date of termination and the date on which the Term would have expired by effluxion of time, but the Landlord must take reasonable steps to mitigate its losses.

36.4 A certificate given to the Tenant by the Landlord of the amount of the Rent and Variable Outgoings under clause 36.3 will be conclusive as between the Parties except in the case of manifest error.

36.5 The Landlord's entitlement to recover damages under this clause is not prejudiced or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord electing to re-enter the Premises and determining the Term;
- (c) the Landlord accepting the Tenant's repudiation of this Deed; and
- (d) the parties' conduct constituting a surrender of the Term by operation of law.

36.6 The Landlord may without prejudice to any other remedy, sue the Tenant for any Money Payable which may from time to time become due and owing by the Tenant to the Landlord and in particular, the Landlord may:

- (a) sue for any instalments of Rent or Variable Outgoings as and when those instalments become due; and

- (b) by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Tenant to the Landlord on the completion of the calculations made at the end of each Lease Year;

and neither the institution of any suit nor the entering of judgement in any suit will bar the Landlord from bringing a separate or subsequent suit or suits for the balance of the Money Payable.

37. THE IMPROVEMENTS ON TERMINATION

37.1 Upon Termination of the Lease, the Improvements shall at the sole discretion and direction of the Landlord be removed by the Tenant and at the cost of the Tenant or alternatively shall be retained on the Premises and vested in the Landlord.

37.2 If the Tenant is directed by the Landlord to remove the Improvements upon Termination of the Lease and the Tenant fails to do so within 2 months of the Termination date then the Landlord may remove the Improvements and recover the costs of removal from the Tenant as a debt due and payable.

38. YIELD UP AND SURRENDER KEYS

On Termination, the Tenant must peaceably surrender and yield up to the Landlord the Premises in a condition consistent with the observance and performance of the Tenant's Covenants and surrender to the Landlord all keys and security access devices providing access to or within the Premises or the Improvements held by the Tenant whether or not provided by the Landlord.

39. REMOVAL OF TENANT'S FIXTURES

39.1 Prior to Termination, the Tenant must remove from the Premises, the Improvements and the Land all the Tenant's Fixtures and property of the Tenant and any of the Landlord's Fixtures installed by the Tenant which the Landlord requires the Tenant to remove, and promptly make good to the satisfaction of the Landlord any damage caused by that removal.

39.2 On re-entry by the Landlord, the Landlord may remove any property of the Tenant left in or about the Premises and the Tenant must indemnify the Landlord against all damage caused by the removal of and the cost of storing that property.

39.3 At Termination, the Landlord may, with respect to any Tenant's Fixtures and property belonging to the Tenant not removed at Termination:

- (a) sell or dispose of such property at the Tenant's cost and offset any proceeds of sale after deduction of costs of sale against any unpaid Money Payable; or

- (b) accept that such property is the absolute property of the Landlord and dispose of such property as the Landlord thinks fit.

39.4 In respect of any period until either the Landlord exercises an option under clause 39.3 above, or the damage caused by the removal of the Tenant's Fixtures or property is made good, whichever is the later, the Tenant must pay to the Landlord by way of damages an amount equal to the amount in respect of Rent and Variable Outgoings which would have been payable by the Tenant if the Tenant were holding over the Premises during that period.

40. ASSIGNMENT

40.1 The Tenant must not assign, mortgage or charge the leasehold estate in the Premises or any part of the Premises nor sublet, part with possession or dispose of the Premises without the prior written consent of the Landlord and except under this clause.

40.2 Sections 80 and 82 of the Property Law Act 1969 are excluded.

40.3 If the Tenant is a corporation other than a public company within the meaning of the Corporations Act, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Act will be deemed to be an assignment of the leasehold estate created by this Deed.

40.4 The Landlord may not unreasonably withhold its consent to an assignment of the leasehold estate created by this Deed if:

- (a) the proposed assignee is a respectable and responsible person of good financial standing, the onus of satisfying the Landlord of this fact being on the Tenant;
- (b) all Money Payable then due or payable has been paid and there is no existing unremedied breach of the Tenant's Covenants;
- (c) the Tenant procures the execution by the proposed assignee of a deed of assignment to which the Landlord is a party prepared and completed by the Landlord's solicitors at the cost of the Tenant in all respects;
- (d) the assignment contains a covenant by the assignee with the Landlord to pay all Money Payable and to perform and observe all the Tenant's Covenants;
- (e) if the proposed assignee is a corporation other than a public company within the meaning of the Corporations Act, the directors or substantial shareholders of that corporation guarantee to the Landlord the observance and performance by the assignee of the Tenant's Covenants including payment of all Money Payable;
- (f) the Tenant pays the Landlord's costs and expenses of and incidental to any enquiries made by or on behalf of the Landlord as to the respectability, responsibility and financial standing of each proposed assignee and all other matters

relating to the proposed assignment, whether or not the assignment proceeds; and

- (g) the Tenant procures the execution by the proposed assignee of an acknowledgment that the proposed assignee has received a copy of the Landlord's estimated Variable Outgoings for the relevant Lease Year.

40.5 If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Landlord's consent to the deed of assignment that the directors or the substantial shareholders, at the option of the Landlord, of that corporation guarantee to the Landlord the observance and performance by the assignee of the Tenant's Covenants including payment of all Money Payable.

40.6 The covenants and agreements on the part of any assignee will be supplementary to the Tenant's Covenants and will not in any way relieve or be deemed to relieve the Tenant from the Tenant's Covenants.

41. DESTRUCTION OR DAMAGE TO PREMISES

Deleted – Not Applicable

42. OPTION OF RENEWAL

Deleted – Not Applicable

43. HOLDING OVER

If after Termination the Tenant continues in possession of the Premises, the Tenant shall be deemed to be holding over as a monthly tenant at a rent equal to the greater of the Rent payable immediately before Termination reviewed by reference to the CPI or the Rent payable immediately before Termination, and shall be reviewed in the same manner on each anniversary of the date of Termination and the Tenant's right to remain in possession of the Premises shall be subject to the continued performance of the Tenant's Covenants and may be determined by either party giving the other party 1 month's notice of termination.

44. CONSENTS

The Landlord may, unless this Deed otherwise provides, withhold consent to any matter requiring consent without specifying any reasons.

45. ACT BY AGENTS

45.1 All acts and things which the Landlord is required or empowered to do under this Deed may be done by the Landlord or the solicitor, agent, contractor or employee of the Landlord.

45.2 The Landlord may at any time and from time to time appoint a Managing Agent to manage the Premises and the Managing Agent will, unless the Landlord directs in writing otherwise, represent the

Landlord in all matters relating to this Deed, and the Landlord's direction will prevail over the Managing Agent's to the extent of any inconsistency.

46. TENANT LIABLE FOR AUTHORISED PERSONS

The Tenant is liable for the acts or omissions of Authorised Persons arising out of and in connection with the rights and obligations created by this Deed.

47. NOTICE

A notice, demand or consent given or made to any person under this Deed:

- (a) must be in writing;
- (b) may be served by:
 - (i) delivering it to that person personally; or
 - (ii) addressing it to that person and leaving it or posting it to:
 - (A) the address of that person appearing in this Deed;
 - (B) that person's usual or last known place of residence;
 - (C) that person's usual or last known place of business;
 - (D) where that person is a corporation, its registered office or principal place of business; or
 - (E) any other address nominated by that person by notice to the person giving the notice;
 - (iii) sending a facsimile copy of the notice to the facsimile copier number nominated by that person by notice to the person giving the notice; and
- (c) will be deemed to be given or made:
 - (i) in the case of personal delivery, when delivered;
 - (ii) in the case of service by leaving the notice at an address specified in paragraph (b), when left at that address unless the time of leaving a notice in the place in which it is left is not on a business day or is after 5 p.m. in the afternoon on a business day, when it will be deemed to be given or made on the next following business day in that place;
 - (iii) in the case of service by post, on the second business day following the date of posting; and
 - (iv) in the case of facsimile when despatched, unless the time of dispatch in the place to which it is sent is not a business

day or is after 5 p.m. in the afternoon on a business day, when it will be deemed to be given or made on the next following business day in that place; and

- (d) may be signed:
 - (i) if given by an individual, by the person giving the notice;
 - (ii) if given by a corporation, by a director, secretary or manager of that corporation; or
 - (iii) by a solicitor or other agent of the person giving the notice.

48. PROPER LAW

This Deed is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

49. SEVERANCE

If any part of this Deed is, or becomes void or unenforceable, that part is or will be, severed from this Deed to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

50. WAIVERS

50.1 Failure to exercise or delay in exercising any right, power or privilege in this Deed by a party does not operate as a waiver of that right, power or privilege.

50.2 A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

51. VARIATION

This Deed may be varied only by deed executed by the parties.

52. EFFECTIVE EXECUTION

This Deed is binding on each party who executes it notwithstanding the failure of any other person named as a party to execute it, and the avoidance or unenforceability of any part of this Deed.

53. FURTHER ASSURANCES

Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

54. COUNTERPARTS

This Deed may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

55. SURVIVAL OF WARRANTIES

A warranty given by a party in this Deed will not merge on the completion of the matters referred to, or contemplated by, this Deed, but will survive that completion even if any party has waived any right under this Deed, or failed to take proceedings for any breach.

56. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Deed.

57. PAYMENT OF MONEY

Any sum of money to be paid to the Landlord must be paid to the Landlord at the Address or as otherwise directed by the Landlord by notice from time to time and Money Payable accrues on a daily basis.

58. MORATORIUM NOT TO APPLY

A provision of a statute which would, but for this clause extend or postpone the date of payment of the Money Payable, reduce the Interest or abrogate, nullify, postpone or otherwise affect any provision under this Deed does not apply to limit or affect the terms of this Deed.

59. GOODS AND SERVICES TAX

59.1 Words or expressions used in this clause 59 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

59.2 Any consideration to be paid or provided for a supply made under or in connection with this Deed unless specifically described in this Deed as 'GST inclusive', does not include an amount on account of GST.

59.3 Despite any other provision in this Deed if a party ('Supplier') makes a supply under or in connection with this Deed on which GST is imposed (not being a supply the consideration for which is specifically described in this Deed as 'GST inclusive'):

(a) the consideration payable or to be provided for that supply under this Deed but for the application of this clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable on the supply ('GST Amount'); and

(b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for

demand, at the same time as the GST exclusive consideration is payable or to be provided.

- 59.4 If a payment to a party under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.
- 59.5 The Recipient need not make a payment for a taxable supply made under or in connection with this Deed until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.
- 59.6 If an adjustment event occurs in relation to a taxable supply made under or in connection with this Deed then the consideration payable in respect of the supply shall also be adjusted as follows:
- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
 - (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 59.6 will be made within five days of the issuing of an adjustment note or an amended tax invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

60. GUARANTEE AND INDEMNITY

- 60.1 In consideration of the Landlord, at the request of the Guarantor, agreeing to enter into this Lease with the Tenant, the Guarantor:
- (a) guarantees to the Landlord the due and punctual observance and performance of the Tenant's Obligations; and
 - (b) indemnifies and keeps indemnified the Landlord against all losses, expenses, claims, and damages incurred or reasonably expected to be incurred by the Landlord by reason of any breach of the Tenant's Obligations.
- 60.2 The Guarantor's obligations under this Lease are an irrevocable and continuing guarantee and indemnity, and the Guarantor will not be wholly or partially released from the obligations of this clause 60 by any matter or thing, including without limitation:
- (a) the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor or any of them;

- (b) the death, insolvency, bankruptcy, liquidation or mental incapacity of the Tenant;
 - (c) the avoidance of any payment by the Tenant or the Guarantor to the Landlord;
 - (d) the payment of money to the Landlord by any person;
 - (e) the performance, observance, non-performance or non-observation of any of the Tenant's Obligations;
 - (f) the granting of time or other indulgence or consideration by the Landlord to any person;
 - (g) the Landlord failing or neglecting to exercise any of the Landlord's rights under this Lease;
 - (h) any act, omission, laches or default on the part of the Landlord which would affect the liability of any person to the Landlord but for this provision; or
 - (i) any act or omission of the Landlord which results, or might result, in prejudice to a Guarantor or any of them.
- 60.3 This Lease is enforceable against the Guarantor and the Guarantor is liable under this Lease notwithstanding any claims that the Landlord is estopped from enforcing any term of this Lease, or that the Tenant has any other defence against an action by the Landlord to enforce any term of this Lease, and binds the Guarantor until the Tenant is released from its obligations under this Lease.
- 60.4 The Guarantor's obligations under this Lease are principal obligations and are not ancillary or collateral to any other obligation or instrument.
- 60.5 If the Landlord is unable to recover from any person any money owing under this Lease, or to enforce a remedy for any other breach of the Tenant's Obligations, the Guarantor also agrees to pay the Landlord on demand the loss, damage, costs and expenses suffered or incurred by the Landlord in respect of the breach of those covenants and the other provisions of this Lease apply as far as is possible to the indemnity conferred on the Landlord by this clause.
- 60.6 This guarantee and indemnity:
- (a) continues until the Tenant has performed all the Tenant's Obligations and while the Tenant occupies or is entitled to occupy the Leased Premises in any manner whatever;
 - (b) extends to the obligations of any assignee of the Tenant's interest under this Lease and of any sub-Tenant;

- (c) extends to all extensions of this Lease and any new lease of the Leased Premises granted to the Tenant or an assignee of the Tenant's interest under this Lease or any sub-Tenant; and
- (d) extends to claims by the Landlord for any liability arising from the repudiation of this Lease and any default under this Lease by the Tenant, and any action taken by the Landlord as a result of a default including the Landlord re-entering the Leased Premises or terminating this Lease.

60.7 The Guarantor may not, without the Landlord's consent:

- (a) raise a set-off or counterclaim available to the Guarantor against the Tenant in reduction of the Guarantor's liability under this clause;
- (b) prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Tenant until the Landlord has received 100 cents in the dollar in respect of the money owing by the Tenant under this Lease and the Guarantor holds in trust for the Landlord any such proof or claim or any dividend received by the Guarantor from such proof or claim; or
- (c) claim to be entitled to the benefit of any other security held by the Landlord in connection with this Lease, whether because of the rules of contribution, indemnity, subrogation, marshalling or for any other reason.

60.8 If a payment to the Landlord in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors the Landlord remains entitled to the rights against the Guarantor which the Landlord had under this clause before that payment was made.

60.9 The Guarantor acknowledges that the parties intend that the Lease shall not be registered pursuant to the *Transfer of Land Act 1893 (WA)*.

60.10 The Guarantor hereby warrants to the Landlord that where the Tenant has executed or shall execute this Lease pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("the Instrument") the Tenant has done or prior to executing this Lease shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Guarantor hereby agrees unconditionally that he shall indemnify and keep indemnified the Landlord from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably expected to be incurred by the Landlord from or out of the breach of any of the warranties contained in this clause 60.10.

60.11 If the Guarantor comprises more than 1 person, the obligations of each Guarantor are joint and several.

60.12 In this clause 60, a reference to:

- (a) "this Lease" includes any tenancy or other right of any kind by which the Tenant occupies or is entitled to occupy the Premises or the Improvements; and
- (b) "Tenant's Obligations" means each covenant, obligation and duty contained or implied in this Lease or any other instrument by which the Tenant occupies any part of the Land or Improvements or required by law to be performed by the Tenant or any Authorised Person.

60.13 The Landlord may assign the rights under, and the benefit of, the obligations of the Guarantor under this Lease.

61. SPECIAL CLAUSES

The special clauses set out in Schedule Two (the Special Clauses) shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the Special Clauses, the Special Clauses shall prevail to the extent of the inconsistency.

SCHEDULE ONE

1. **PREMISES**

All that portion of Reserve No 41812 containing approximately _____ square metres shown bordered red on the Plan annexed to the lease (Annexure A)

2. **LAND**

Lot _____ on Plan _____ and being the whole of the land comprised in Certificate of Title Volume _____ Folio _____ and being commonly known as _____.

3. **COMMENCEMENT DATE**

4. **TERM**

TWENTY ONE (21) years.

5. **FURTHER TERM**

Not Applicable.

6. **RENT**

(a) From the Commencement Date until varied, the Rent is _____ DOLLARS (\$) plus GST per annum, payable in advance FROM THE Commencement Date and thereafter on each anniversary of the Commencement date.

(b) Notwithstanding paragraph (a) the Rent shall be discounted by 50% for the first year of the term and by 25% for the second year of the Term.

7. **RENT REVIEW DATES & METHOD OF REVIEW**

(a) **Rent Review Date during the Term**

The _____ day of _____ 2009 and each anniversary of that date throughout the Term, shall be a CPI Rent Review Date.

8. **INTEREST**

10% per annum

9. **LANDLORD'S FIXTURES**

Fencing and any other fixture or fitting in the Premises of which at law or by designation by the Landlord under this Deed, the Landlord is the owner, and any replacement of any item mentioned in this Item.

10. **AMOUNT OF PUBLIC RISK INSURANCE**

\$20,000,000.00

11. **MANAGING AGENT**

To be advised.

SCHEDULE TWO

Special Clauses

1. Interpretation

(a) These are the Special Clauses referred to in clause 60 of the Lease.

(b) All words and expressions not defined in these Special Clauses but which are defined in clause 1 of the main body of the Lease, where used in these Special Conditions, shall have the same meanings respectively assigned to them for the purposes of these Special Conditions as apply in the main body of the Lease.

2. Development of Premises

2.1 Background information

- (a) At the Commencement Date the Premises is vacant land.
- (b) The Tenant wishes to develop the Premises so it can operate the Tenant's Business from the Premises.
- (c) The development may include the construction of sheds, a caretakers residence, a jetty or jetties, boat ramps, a site office, a hardstand, traffic areas, the fencing and securing of the Premises, and general landscaping of the Premises (the **Improvements**).
- (d) The Tenant has not been granted formal development approval and a building licence to carry out any development.
- (e) The Landlord (in its capacity as Landlord and not in its capacity as the relevant local authority) must first approve in its absolute discretion the Improvements.

2.2 Tenant's Development Covenants

The Tenant must:

- (a) not construct or erect any works including the Improvements on the Premises which have not been previously approved in writing by the Landlord without:
 - (i) the prior written consent of the Landlord which consent may be granted or refused or granted subject to conditions at the absolute discretion of

the Landlord EXCEPT THAT the Landlord shall not arbitrarily or unreasonably withhold its approval;

- (ii) if applicable, the prior approval of any Relevant Authority;
- (b) carry out and execute the construction, erection and/or installation of the Improvements:
 - (i) at the Tenant's cost;
 - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Landlord, acting reasonably;
 - (iii) using only good quality materials;
 - (iv) in full compliance with:
 - A. the approvals of all Relevant Authorities and the Plans and Specifications;
 - B. any direction, requirement order or requisition of any Relevant Authority in relation to the Improvements; and
 - C. all Laws including Civil Aviation Safety Standards;
 - (v) by a qualified and competent contractor engaged by the Tenant (who has a public liability policy of not less than \$20,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Landlord and evidence of which must be provided to the Landlord);
- (c) ensure that the Tenant and all its employees, agents, contractors and workmen employed in executing the construction, erection and/or installation of the Improvements:
 - (i) duly and punctually comply with the reasonable directions of the Landlord in relation to their conduct in and access to the Premises and when going to and from the Land and Premises; and
 - (ii) do not do or permit any act or thing to be done which may be a nuisance or cause damage, disturbance or offence to the Landlord or other Occupiers;
- (d) If required by the Landlord, erect and maintain a fence around the Premises during the erection and completion of the Improvements and ensure that such fence is sufficiently sound, high and secure to prevent entry upon

the Premises by unauthorised persons and members of the public;

- (e) clean up the Premises progressively during the construction and installation of the Improvements and promptly remove from the Premises all rubbish and waste arising from such works; and
- (f) pay on demand to the Landlord:
 - (i) all the reasonable costs of the Landlord in connection with the Improvements including the Landlord's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Landlord in connection with the proposed Improvements EXCEPT THAT such costs do not include any costs or expenses incurred by the Landlord or entitled to be recovered by the Landlord in its capacity as the local government charged with the responsibility of approving such Improvements; and

- (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Tenant or the Tenant's contractors on the Premises.

2.3 Non-Approved Works

If the Tenant carries out any works which have not been previously approved in writing by the Landlord or which are not undertaken in accordance with the provisions of this Lease, the Landlord may require the Tenant (but without limiting any other right or remedy available to the Landlord) at the Tenant's cost, to dismantle and remove any such works and to carry out the same in accordance with the Landlord's approval and in compliance with the provisions of this Lease.

2.4 Access to the Premises

(a) The Tenant is entitled to take possession of the Premises and to enter upon the Premises from and including the Commencement Date PROVIDED:

- (i) the Lease has been executed by the Tenant, the Landlord and the Guarantor (if applicable);
- (ii) any conditions precedent have been satisfied; and

(b) For the avoidance of doubt, the Tenant is obliged to pay full Rent and the Tenant's Proportion of Variable Outgoings and all other money payable under the Lease from the Commencement Date regardless of whether the Tenant has commenced or completed the Improvements or whether the Tenant can operate the Tenant's Business from the Premises.

(c) Notwithstanding clause 2.4(a), should the Tenant commence construction, erection and/or installation of the Improvements prior to the satisfaction of any conditions precedent, whether with or without the Landlord's prior consent, the Tenant does so at its own risk and shall have no claim against the Landlord in the event that any conditions precedent are not satisfied.

2.5 Facilities for Tenant's Contractors

The Tenant and the Tenant's contractors must provide and, as necessary, negotiate with the Landlord for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Tenant or its contractors may require, and must pay to the Landlord on demand any expenses which the Landlord may thereby incur.

2.6 Tenant Responsible for Damage

The Tenant shall, at the option of the Landlord, either repair and make good any damage which may be caused to the Land or Premises or any part thereof as a result of the construction, erection and/or installation of the Improvements, to the satisfaction of the Landlord or alternatively, shall reimburse on demand the Landlord for all the costs incurred by the Landlord in having such damage made good by the Landlord's own contractors.

2.7 Tenant's Insurance

(a) Pursuant to clause 26 of the Lease the Landlord requires and the Tenant shall:

(i) in the joint names of the Landlord and the Tenant:

A. insure the Improvements to their full reinstatement and replacement value against loss or damage by fire, storm, tempest, lightning, earthquake, water damage (including flood, sprinkler leakage and rain water) explosion and concussion from explosion, impact by animals, vehicles, aircraft, spacecraft or other aerial devices, articles dropped from aircraft, spacecraft or other aerial devices, riots strikes, civil commotion, malicious damage, fusion, accident, act of God and any other insurable risk nominated by the Landlord and shall include cover for the costs associated with the removal of debris, consultants' fees and such other losses and liabilities as the Landlord shall consider appropriate; and

B. apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Improvements;

(ii) in the joint names of the Landlord, the Tenant and all contractors employed or engaged by the Tenant in carrying out the construction, erection and/or installation of the Improvements, take out and maintain insurance throughout the Improvements Works Period which shall at all times cover liability to the public (including the Landlord) for an amount not less than Twenty Million Dollars (\$20,000,000) in respect of any one claim for personal injury or death and in respect of any injury, loss or damage whatsoever arising to any real or personal property belonging to any person (including the Landlord); and

(iii) insure against and ensure that all of its contractors engaged in carrying out the construction, erection and/or installation of the Improvements, throughout

the Improvements Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any statute relating to workers' compensation or employer's liability, by any person employed in or about the execution of the construction, erection and/or installation of the Improvements and shall also insure for the Tenant's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Landlord.

- (b) For the avoidance of doubt:
 - (i) the insurance policies referred to in this clause 2.5 are in addition to the insurance policies the Tenant is required to hold and maintain pursuant to clause 26 and Item 10 of Schedule 1 of the Lease; and
 - (ii) the Tenant shall otherwise comply with the obligations in clause 26 of the Lease with respect to the insurance policies referred to in this clause 2.5, including but not limited to, supplying to the Landlord current details of all insurance effected in accordance with this clause 2.5.

2.8 Assumption of Risk by Tenant

The Parties expressly acknowledge and agree that:

- (a) the construction, erection and/or installation of all of the Improvements (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord) shall be at the risk of the Tenant in all respects;
- (b) the Tenant bears the risk of:
 - (i) the Improvements;
 - (ii) all Plant and Equipment; and
 - (iii) all unfixed goods and materials used or to be used in carrying out the construction, erection and/or installation of the Improvements, including anything provided by the Landlord to the Tenant or brought onto the Premises by any subcontractor; and
- (b) the Tenant releases and discharges the Landlord from all claims for loss of or damage to the Land or Premises, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Tenant contained in or about the Land or Premises for the purpose of the Improvements and from any loss of profits resulting from such loss or damage.

2.9 Property in Works

61.1.1. DESPITE ANY RULE OF LAW OR EQUITY TO THE CONTRARY, TITLE TO AND OWNERSHIP OF THE IMPROVEMENTS SHALL VEST IN THE TENANT UNLESS AND UNTIL A DIRECTION IS MADE BY THE LANDLORD PURSUANT TO CLAUSE 37 OF THE LEASE.

2.10 Default

- (a) For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 2 is an Event of Default and a breach of an essential term of the Lease (“the **Development Default**”).
- (b) Without prejudice to any other rights or remedies available to the Landlord, If the Landlord terminates this Lease pursuant to clause 34 on the grounds of a Development Default occurring:
 - (i) the Tenant shall, unless otherwise directed by the Landlord pursuant to the Landlord’s rights under clause 37 of the lease, within fourteen (14) days from the date upon which the Landlord terminates the Lease remove from the Premises the Improvements and make good the Premises to the satisfaction of the Landlord;
 - (ii) the termination of the Lease shall be without prejudice to the obligations of the Tenant to pay the Landlord any moneys which shall be due and owing as at the date on which the Landlord terminates the Lease; and
 - (iii) the Tenant shall pay to the Landlord on demand all costs and expenses incurred by the Landlord as a consequence of the Tenant’s Development Default and in the exercise of the rights of the Landlord under this clause 2.10.
- (c) Should the Tenant not comply with its obligation under clause 2.10(b)(i) above the Landlord shall be at liberty to carry out all of the said obligations at the cost of the Tenant, which cost shall be recoverable on demand.

2.11 Indemnity

Without limiting the generality of clause 27 of the Lease, the Tenant indemnifies the Landlord and the Landlord’s employees against all claims, demands, loss, damage, costs and expenses of every description which the Landlord may suffer or incur in connection with or arising directly or indirectly from the Tenant’s entry upon and occupation of the Premises for the purpose of the Improvements or the construction, erection and/or installation of the Improvements (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord).

2.12 Definitions

For the purpose of this clause 2:

- (a) “**Improvements Works Period**” means the period from which the constructions, erection and/or installation of the Improvements commence until to the date they have been completed;
- (b) “**Laws**” means statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice;
- (c) “**Plans and Specifications**” means all plans, specifications and working drawings in relation to the Improvements as prepared by or on behalf of the Tenant and in the form approved by the Landlord and all Relevant Authorities.
- (d) “**Plant and Equipment**” means those things used, or work undertaken by the Tenant or its contractors to construct the Improvements but which will not form part of the Improvements;

- (e) “**Relevant Authority**” means any government, statutory, public or other authority or body having jurisdiction over the Premises or the Improvements or any matter or thing relating to the Premises or the Improvements;
- (f) **Requirements** means any requirements, notices, orders or directions of any Relevant Authority.

3. Environmental Matters

3.1 Tenant’s Environmental Covenants

The Tenant must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Tenant to carry out the Tenant’s Business on the Premises;
- (b) take all practicable precautions to ensure that no Contamination of the Premises or the Environment in the vicinity of the Premises occurs;
- (c) not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Landlord if:
 - (i) a Contamination Event occurs on the Premises; or
 - (ii) an Environmental Notice is served on the Tenant;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Tenant, promptly take all usual and reasonable actions at the Tenant’s own cost and in accordance with best industry practice for the Remediation of the Premises and any land in the vicinity of the Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
- (f) at the Tenant’s own cost, comply with every Environmental Notice issued in respect of, or arising from, the Tenant’s occupation or use of the Premises, whether the notice is served on the Landlord or the Tenant;
- (g) allow the Landlord and its employees and contractors:

- (i) after receiving reasonable notice from the Landlord, access to the Premises to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Premises to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Landlord to undertake an inspection from time to time of the Premises to verify the Tenant's compliance with this clause 3.

3.2 Remediate Contamination

- (a) Without limiting the Tenant's obligation under clause 3.1(e), the Tenant must ensure that at the expiration of the Term it has Remediated any Contamination of the Premises or any land in the vicinity of the Premises caused by the Tenant, to the absolute satisfaction of the Landlord.
- (b) Subject to clause 3.2(e), not later than six months before the expiration of the Term, the Tenant must arrange for a reputable environment consultant approved by the Landlord (whose approval must not be unreasonably withheld) to:
- (i) carry out an investigation of Contamination at the Premises;
 - (ii) prepare a report with respect to any (if any) Contamination at the Premises; and
 - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 3.2(d), the Tenant must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Landlord, and at the Tenant's sole cost.
- (d) The Tenant is under no obligation to carry out remedial works in respect of Contamination of the Premises shown to exist at the Commencement Date, except to the extent that the Tenant has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Lease is terminated by the Landlord prior to the expiration of the Term, the Landlord may:
- (i) arrange for the investigation of Contamination referred to in clause 3.2(a) and for the preparation of a Remediation Notice (if applicable); and
 - (ii) carry out the works specified in the Remediation Notice, at the Tenant's expense, and the Tenant will indemnify the Landlord under clause 3.3(a).

- (f) For the avoidance of doubt, this clause 3.2 is for the benefit of the Landlord and can only be waived by the Landlord.

3.3 Environmental Indemnity

(a) Without limiting clause 27 of the Lease the Tenant indemnifies the Landlord and the Landlord's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Landlord is or may become liable in respect of or arising from the Tenant's breach of any of the Tenant's Environmental Covenants.

(b) Without limiting clause 3.3(a) above, in the event that the Tenant fails to promptly comply with its obligations under clauses 3.1(e), 3.1(f), 3.2(a), 3.2(b) or 3.2(c) the Landlord shall be at liberty to carry out all of the said obligations at the cost of the Tenant, which cost shall be recoverable from the Tenant on demand.

3.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 3 is an Event of Default and a breach of an essential term of the Lease.

3.5 Definitions

In this clause 3:

- (a) "Contamination" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
- (i) makes or may make such land or the surrounding Environment:
 - (A) unsafe or unfit for habitation or occupation by persons or animals;
 - (B) environmentally degraded; or
 - (C) not comply with any Environmental Law; or
 - (ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;
- (b) "Contamination Event" means any incident originating on the Premises involving:
- (i) any Contamination or likely Contamination of the Premises, or the Environment in the vicinity of the Premises; or

- (ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;
- (c) “Environment” means all components of the earth, including:
- (ii) land, air and water;
 - (iii) any layer of the atmosphere;
 - (iv) any organic or inorganic matter and any living organism including humans;
 - (v) human made or modified structures and areas;
 - (vi) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
 - (vii) ecosystems with any combinations of the above;
- (d) “Environmental Law” means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
- (i) the carrying out of uses, works or development or the subdivision of land;
 - (ii) emissions of substances into the atmosphere, waters and land;
 - (iii) pollution and contamination of the atmosphere, waters and land;
 - (iv) production, use, handling, storage, transportation and disposal of:
 - (A). Waste;
 - (B) Hazardous Materials; and
 - (C) dangerous goods
 - (v) conservation, heritage and natural resources;
 - (vi) threatened and endangered and other flora and fauna species;
 - (vii) the erection and use of structures; and
 - (viii) the health and safety of people,
- whether made or in force before or after the date of this Lease;

- (e) “Environmental Notice” means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Premises or its use from any Government Authority in connection with any Environmental Law;
- (f) “Government Authority” means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable law;
- (g) “Hazardous Material” means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;
- (h) “Tenant’s Environmental Covenants” means the Tenant’s obligations under clause 3.1, together and each of them separately;
- (i) “Remediation” includes the investigation, cleanup, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and “Remediated” and “remediate” has a corresponding meaning;
- (j) “Remediation Notice” means a statement of the works necessary to remediate any Contamination at the Premises or the surrounding Environment to an appropriate standard;
- (k) “Waste” means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
 - (i) it is intentionally discarded;
 - (ii) it has a value or use; or
 - (iii) it is intended for sale, recycling, reprocessing, recovery or purification; and
- (l) A reference to “Tenant” also includes an Authorised Person.

4. **Conditions Precedent**

This Lease is subject to and expressly conditional upon:

- (a) the Landlord complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property (“**Local Government Condition**”).

(b) Approval by the Minister for Planning and Infrastructure.

61.2.

61.3. **5. COMPLIANCE WITH ACTS**

The Landlord and the Tenant acknowledge that if in granting its consent to any assignment or sublease the Landlord has to first comply with or satisfy any obligations or requirements under any Written Law, the *Local Government Act 1995* or related Acts, including but not limited to section 3.58 of the *Local Government Act 1995* (“**Assignment/Sublease Condition Precedent**”), then the Landlord’s consent is made expressly conditional upon and subject to satisfaction of the Assignment/ Sublease Condition Precedent.

ANNEXURE A

“The Plan”

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of the
SHIRE OF WYNDHAM EAST KIMBERLEY
was hereunto affixed in the presence of:

Shire President
Print Name:

Chief Executive Officer
Print Name:

Signed on behalf of the
DEPARTMENT OF WATER

by _____
an officer of the DEPARTMENT OF WATER
duly authorised by the said Department
pursuant to Section ___ of the

for that purpose in the presence of

Witness Name

Authorised Officer Witness Signature

Position Position

EXECUTED for and on behalf of)
TRIPLE J TOURS KUNUNURRA PTY LTD)
(ACN 059 782 035))
by authority of its Directors)
in accordance with section 127 of the)
Corporations Act 2001 (Cth))

Director - Signature
Signature

Director/Secretary

-

Director – Print Name
Name

Director/Secretary - Print

EXECUTED by the said)
JEFFREY ALLAN HAYLEY)

in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by the said)
CAMERON CHARLES MACKIE)

in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

12.7. ELECTED MEMBER REPORTS

Nil

13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

**15. URGENT BUSINESS APPROVED BY THE PERSON
PRESIDING OR BY DECISION**

COUNCIL DECISION

Minute No. 8677

*Moved:Cr K Wright
Seconded:Cr R Addis*

*That Council move to consider reports in Urgent Business Approved by the
Person Presiding or by Decision.*

CARRIED UNANIMOUSLY: (8/0)

Cr Addis left the room at 7.01pm

15.1 PROPOSED REGIONAL HOUSING TRUST (8677) (8678)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.03.01
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider taking steps to initiate an East Kimberley Housing Trust, with the aim giving the East Kimberley greater influence over public sector housing, so the region is better supported in its public sector housing needs.

BACKGROUND

Public sector housing is a large component of the housing market and need in the East Kimberley region. Its management is largely a centralised approach through the Department of Housing, with decision making focussed in Perth.

A considerable effort has been made by various people and agencies in the East Kimberley over recent times to leverage additional public sector housing into the region.

It is understood that the Australian Government may be considering an allocation in the order \$50M to increase the public sector housing in the region. Further, the State Government has an allocation of at least 86 new public sector houses for Government Officers. A percentage of these will be allocated the East Kimberley also.

There will be an expectation and desire by both the State and Australian Governments for housing funded through these means to be constructed and delivered within 2 years, as part of the national effort to stimulate the economy.

The extent to which the East Kimberley can influence how this housing is delivered into the community, its standards, designs, allocation to tenants, and on going management is unclear.

Components of public sector housing in the East Kimberley (as with other parts of Western Australian) have been poorly managed under current centralised system.

This report to Council seeks to take steps to address the current poor management of public sector housing by creating a regional vehicle to take increasing responsible for public sector housing outcomes.

It is well documented that there is a considerable waiting list for public sector houses in the East Kimberley. This list is for at least an additional 150 social houses. The manifestation of this shortage is overcrowding which is a significant contributor to social issues such as domestic violence.

STATUTORY IMPLICATIONS

Unclear at this stage.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The availability and affordability of housing impacts widely on people and business in the community. Commonly people comment that more needs to be done about housing. Increasing leadership and governance is needed.

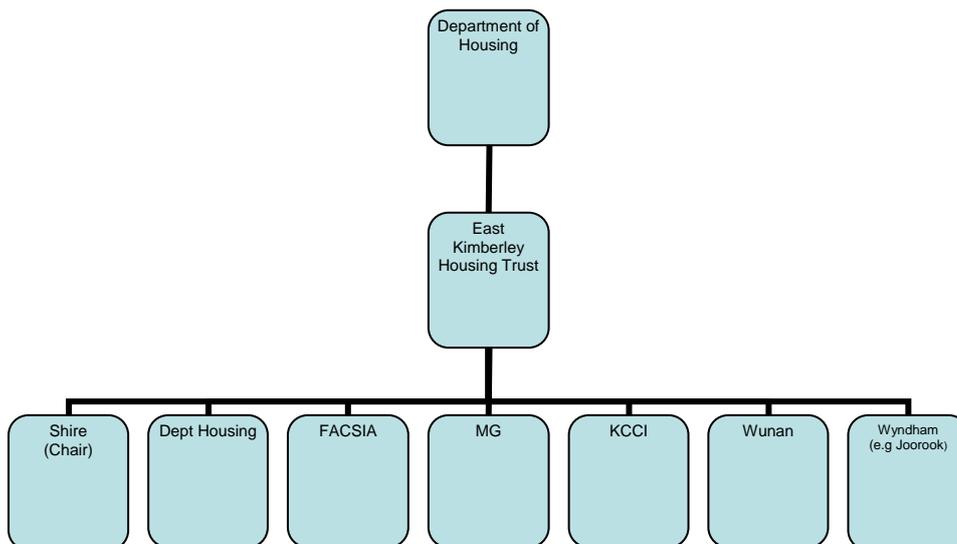
COMMUNITY CONSULTATION

Council may elect to seek community consultation if it chooses.

COMMENT

It is recommended that Council approach the State Government with a view to securing a regional housing structure such as an East Kimberley Regional Housing Trust so that the region's housing and social needs are better met. Possible roles of a Housing Trust could be:

1. Influence housing outcomes
2. Advice of tender specifications
3. Make recommendations on and or awarding contracts for housing
4. Advise on locations of housing/density/standards
5. Advise on land rationalisation & developments
6. Renew stock & establish a revolving housing fund



Now is considered an ideal time to be to change the model for public sector housing when the region is poised for significant additional housing resources. It is important that this resource be used to deliver for maximum regional benefit including use of local business and involvement of indigenous people in construction so that welfare to work transition is accelerated.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council request the State Government to consider supporting the establishment of regional housing structure such as an East Kimberley Regional Housing Trust, to influence and manage the delivery and management of additional public sector housing into the region, so that the region's housing and social needs are better met.

COUNCIL DECISION

Minute No: 8678

Moved:Cr K Wright

Seconded:Cr D Ausburn

That Council request the State Government to consider supporting the establishment of regional housing structure such as an East Kimberley Regional Housing Trust, to influence and manage the delivery and management of additional public sector housing into the region, so that the region's housing and social needs are better met.

CARRIED UNANIMOUSLY: (7/0)

Cr Addis returned to the room at 7.02.

15.2 REQUEST FOR REMEMBRANCE MEMORIAL (8679)

DATE:	19 May 2009
PROPONENT:	Carolyn and Brian Cousins
LOCATION:	Kelly's Knob, Kununurra
AUTHOR:	Peter Stubbs Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs Chief Executive Officer
FILE NO:	64.05.01
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider by the family Carolyn and Brian Cousins for remembrance recognition of their daughter Ms Jessica Cousins who died in a helicopter accident earlier this year.

BACKGROUND

Jessica Cousins, Whitney Penny, and Sarah Thomas and their helicopter pilot were tragically killed in a flight over the Bungles Bungles earlier this year.

Jessica's parents Carolyn and Brian Cousins, and supported by Jeff and Sally Thomas, have requested that Council give consideration to supporting the installation of remembrance plaque on Kelly's Knob in honour of their children.

The email request to Council was provided on the 7 April 2009 to the elected member Briefing Session and has been circulated to elected members prior to this Council meeting.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil - Council has a roadside memorial policy.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Not applicable.

COMMENT

Staff has been researching with other Local Governments a range of remembrance memorial policies which may be of aid to Council's consideration. Due to other commitments however a draft policy is yet to be prepared.

A draft policy is schedule for presentation to the 2 June 2009 elected Member Briefing Session.

It considered appropriate that Council consider this memorial request within the context of policy framework and advise the applicants of that accordingly. A decision on the applications without a policy framework may risk a range of precedent matters that may be problematic to manage in the future.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advise the applicants Mrs Carolyn and Mr Brian Cousins that it will consider their memorial request within the next 2 months following the development a policy framework regarding memorials.

COUNCIL DECISION

Minute No. 8679

***Moved:Cr K Wright
Seconded:Cr P Caley***

That Council advise the applicants Mrs Carolyn and Mr Brian Cousins that it will consider their memorial request within the next 2 months following the development a policy framework regarding memorials.

CARRIED UNANIMOUSLY: (8/0)

16. MATTERS BEHIND CLOSED DOORS

16.1 REVIEW OF EXECUTIVE MANAGER EMPLOYMENT PACKAGES (8680) (8681)

DATE:	19 May 2009
PROPONENT:	Shire Of Wyndham East Kimberley
LOCATION:	Shire Of Wyndham East Kimberley
AUTHOR:	Peter Stubbs Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs Chief Executive Officer
FILE NO:	63.07.01
ASSESSMENT NO:	N/A

This item will be discussed Behind Closed Doors under Section 5.23 (2) (a), (b) and (c) as this is a matter that affects

- (a) a matter affecting an employee or employees;
- (b) the personal affairs of any person;

COUNCIL DECISION

Minute No. 8680

***Moved:Cr K Wright
Seconded:Cr P Caley***

That Council move to Behind Closed Doors to consider item 16.1

CARRIED UNANIMOUSLY: (8/0)

All left the room except Councillors at 7.03pm.

Minute No: 8681

***Moved:Cr D Ausburn
Seconded:Cr R Addis***

That Council refer the report to the CEO Review Committe to consider and recommend to Council.

CARRIED UNANIMOUSLY: (8/0)

Minute No: 8682

Moved: Cr Addis
Seconded: Cr Parker

That Council move to out of Behind Closed Doors

CARRIED UNANIMOUSLY: (8/0)

17. CLOSURE

With all matters of Business complete the Shire President declared the meeting closed at 7.15pm.